

## Notice of Logan Health Data Breach Class Action Settlement

*A Montana state court has authorized this Notice. This is not a solicitation from a lawyer.  
Please read this Notice carefully and completely.*

**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

*Para una notificación en Español, llamar 1-888-317-0380 o visitar nuestro sitio web  
[www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com).*

- A Settlement has been proposed in a class action lawsuit against Logan Health Medical Center (“Logan Health”), relating to a data breach that was discovered on or about November 22, 2021, after the network systems of Logan Health were hacked in a sophisticated criminal cyberattack affecting certain Logan Health files containing information of Logan Health’s patients and other affiliated persons (the “Data Security Incident”). As a result, Personal Information of approximately 213,543 individuals who are patients or otherwise affiliated with Logan Health may have been accessed by unauthorized persons. The Personal Information obtained may have included, without limitation, names, email addresses, phone numbers, home addresses, dates of birth, Social Security numbers (SSN), as well as health insurance information and other personal health information. If your Personal Information may have been compromised as a result of the Data Security Incident, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, Logan Health has agreed to establish a \$4.3 million Settlement Fund to: (1) pay for three years of credit monitoring services (“Credit Monitoring Services”); **or, alternatively**, (2) provide cash payments not to exceed \$125 to Class Members (“Alternative Cash Payment”); and in addition (3) provide cash payments of up to \$25,000 per Class Member for reimbursement of certain Out-of-Pocket Losses; and/or (4) provide cash payments of up to \$125 per Class Member for reimbursement of Attested Time. The Settlement Fund will also be used to pay for the costs of the settlement administration, court-approved Service Awards for named Plaintiffs, and the Fee Award and Costs. In addition, Logan Health has agreed to undertake certain remedial measures and enhanced security measures that they will continue to implement.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>FILE A CLAIM FORM</b> EARLIEST DEADLINE: APRIL 3, 2023	Submitting a Claim Form is the only way that you can receive any of the Settlement Benefits provided by this Settlement, including Credit Monitoring Services, reimbursement for Out-of-Pocket Losses and/or Attested Time, or an Alternative Cash Payment.  If you submit a Claim Form, you will give up the right to sue Logan Health and certain related parties in a separate lawsuit about the legal claims this Settlement resolves.
<b>EXCLUDE YOURSELF FROM THIS SETTLEMENT</b> DEADLINE: FEBRUARY 13, 2023	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Logan Health, or certain related parties, for the claims this Settlement resolves.  If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.
<b>OBJECT TO OR COMMENT ON THE SETTLEMENT</b> DEADLINE: FEBRUARY 13, 2023	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement.  If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue Logan Health in a separate lawsuit about the legal claims this Settlement resolves.
<b>GO TO THE “FINAL APPROVAL” HEARING</b> DATE: MARCH 9, 2023	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
<b>DO NOTHING</b>	If you do nothing, you will not receive any of the monetary Settlement Benefits and you will give up your rights to sue Logan Health and certain related parties for the claims this Settlement resolves.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

**This Settlement affects your legal rights even if you do nothing.**  
**Questions? Go to [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) or call 1-888-317-0380.**

## BASIC INFORMATION

### 1. Why did I get this Notice?

A Montana state court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Honorable John W. Parker of the Montana Eighth Judicial District Court for Cascade County is overseeing this class action. The case is known as *Tafelski, et. al. v. Logan Health Medical Center*, Case No. ADV-22-0108 (the “Action”). The people who filed this lawsuit are called the “Plaintiffs” and the entity they sued, Logan Health Medical Center (“Logan Health”), is called the “Defendant.” The Plaintiffs and the Defendant agreed to this Settlement.

### 2. What is this lawsuit about?

On or about November 22, 2021, Logan Health discovered that cyber criminals illegally accessed information stored on certain of Logan Health’s network systems. As a result, Personal Information of approximately 213,543 individuals who are patients or otherwise affiliated with Logan Health may have been accessed. Impacted Personal Information may have included names, email addresses, phone numbers, home addresses, dates of birth, and other personally identifying information, as well as sensitive health information such as diagnosis and treatment codes, date(s) of service, treating/referring physician, medical bill account number and/or health insurance information.

The Plaintiffs claim that Logan Health failed to adequately protect their Personal Information and that they were injured as a result. Logan Health denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Logan Health denies these and all other claims made in the Action. By entering into the Settlement, Logan Health is not admitting that it did anything wrong.

### 3. Why is this a class action?

In a class action, one or more people called the Class Representatives sue on behalf of all people who have similar claims. Together all of these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The Settlement Class Representatives in this case are Hazel Conway, John Conway, Bonnie Leahy, Timothy Leahy, Mark Reitan, Allison Smeltz, Rhonda Stephens-Block, Patricia Tafelski, Jennifer Teich, and Patrick Teich.

### 4. Why is there a Settlement?

The Settlement Class Representatives and Logan Health do not agree about the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of the Settlement Class Representatives or Logan Health. Instead, the Settlement Class Representatives and Logan Health have agreed to settle the Action. The Class Representatives and the attorneys for the Class (“Class Counsel”) believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Logan Health.

## WHO IS INCLUDED IN THE SETTLEMENT?

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

The Court has decided that everyone who fits the following description is a member of the Settlement Class:

All individuals identified on the Settlement Class List, including all individuals who were notified, including by direct notice and publication by Logan Health, that their personal information was or may have been compromised in the Data Security Incident initially disclosed by Logan Health on or about February 18, 2022.

If you received Notice of this Settlement, you have been identified by the Settlement Administrator as a Settlement Class Member. More specifically, you are a Settlement Class Member, and you are affected by this Settlement.

You may contact the Settlement Administrator if you have any questions as to whether you are a Settlement Class Member.

### 6. Are there exceptions to individuals who are included as Class Members in the Settlement?

Yes, the Settlement does not include: (1) the judges presiding over this Litigation, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers and directors; (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

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**7. What if I am still not sure whether I am part of the Settlement?**

If you are still not sure whether you are a Class Member, you may go to the Settlement Website at [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com), or call the Settlement Administrator's toll-free number at 1-888-317-0380.

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

**8. What does the Settlement provide?**

As a Class Member, you are eligible to make a claim for **one or more of the following**:

- **Reimbursement for Out-of-Pocket Losses:** all Class Members may submit a claim for up to \$25,000 for reimbursement of Out-of-Pocket Losses, which must be supported by (i) third-party documentation supporting the loss; and (ii) a brief description of the nature of the loss. A claim for Out-of-Pocket Losses may be combined with reimbursement for Attested Time but in no circumstance will a Settlement Class Member be eligible to receive more than the \$25,000.00.
- **Reimbursement for Attested Time:** all Class Members may submit a claim for reimbursement of Attested Time up to five (5) hours at \$25 per hour, which must be supported by a brief description of the actions taken in response to the Data Security Incident and the time associated with each action. A claim for Attested Time may be combined with reimbursement for Out-of-Pocket Losses but in no circumstance will a Settlement Class Member be eligible to receive more than the \$25,000.00.

In addition to claiming reimbursement for Out-of-Pocket Losses and/or Attested Time, Class Members are also eligible to make a claim for **either**:

- **Credit Monitoring Services:** a Class Member may submit a claim for up to three (3) years of Credit Monitoring Services through Global Cyber Group for Intersections, LLC d/b/a Pango ("Pango"), regardless of whether the Class Member submits a claim for reimbursement of Out-of-Pocket Losses or Attested Time. A Class member cannot submit a claim for both Credit Monitoring Services and an Alternative Cash Payment under the Settlement.
  - **Minor Monitoring Services:** Class Members under the age of eighteen (18) on or before the Claims Deadline are automatically eligible to enroll in Minor Monitoring Services provided by Pango for a period of three (3) years from the Effective Date, regardless of whether they submit a claim under the Settlement.

**OR:**

- **Alternative Cash Payment:** in lieu of Credit Monitoring Services, a Class Member who is not automatically eligible for Minor Monitoring Services may elect to receive a cash payment in an amount equal to a pro rata distribution of the Net Settlement Fund but, in no event, to exceed \$125.

If a Participating Settlement Class Member attempts to claim both Credit Monitoring Services and Alternative Cash Payment under the Settlement, the Settlement Administrator is authorized to contact the Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding which benefit he or she would like to select.

In addition, Logan Health has agreed to take certain remedial measures and enhanced security measures as a result of this Action. Please review Number 13 carefully for additional information regarding the order in which Settlement Benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the three Settlement Benefit options is the best option for you.

**9. Credit Monitoring Services.**

You may file a Claim Form to receive Credit Monitoring Services. Credit Monitoring Services provide a way to protect yourself from unauthorized use of your personal information. If you already have credit monitoring services, you may still sign up for this additional protection. The Credit Monitoring Services provided by this Settlement are separate from, and in addition to, the credit monitoring and identity resolution services that may have been offered to you by Logan Health in response to the Data Security Incident. You are eligible to make a claim for the Credit Monitoring Services being offered through this Settlement even if you did not sign up for the previous services.

Credit Monitoring Services include: three (3) years of Credit Monitoring Services provided by Pango, regardless of whether you submit a claim for reimbursement of Out-of-Pocket Losses or Attested Time. The Settlement Administrator shall send an activation code you within thirty (30) days of the Effective Date which can be used to activate Credit Monitoring Services via an enrollment website maintained by Pango. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Credit Monitoring Services claimants may activate Credit Monitoring Services for a period of at least 60-days from the date the Settlement Administrator sends the activation code.

To receive Credit Monitoring Services, you must submit a completed Claim Form selecting to receive Credit Monitoring Services.

**10. Reimbursement for Out-of-Pocket Losses.**

In addition to Credit Monitoring Services, you may elect to submit a Claim Form for reimbursement of Out-of-Pocket Losses. If you spent money remediating or addressing identity theft and fraud that was fairly traceable to the Data Security Incident or you spent money to protect yourself from future harm because of the Data Security Incident, and this amount was not otherwise recoverable through insurance, you may make a claim for Out-of-Pocket Losses for reimbursement of up to \$25,000.

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Out-of-Pocket Losses consist of unreimbursed losses incurred on or after November 22, 2021, that were related to identity theft and fraud and are fairly traceable to the Data Security Incident, as well as any expenses related to the Data Security Incident. For example, credit card or debit card cancellation or replacement fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, credit-related costs associated with purchasing credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, costs to replace a driver's license, state identification card, Social Security number, professional services, and out-of-pocket expenses for notary, fax, postage, delivery, copying, mileage, and long-distance telephone charges. Other losses or costs related to the Data Security Incident that are not insurance reimbursable may also be eligible for reimbursement. To protect the Settlement Fund and valid claims, all Claim Forms submitted that seek payment related to credit or debit card fraudulent transactions will be carefully scrutinized by the Settlement Administrator.

Claims for Out-of-Pocket Losses must be supported by third party documentation. Third party documentation means written documents supporting your claim, such as credit card statements, bank statements, invoices, telephone records, and receipts.

Individual cash payments may be reduced or increased pro rata (equal share) depending on the number of Class Members that participate in the Settlement.

To receive reimbursement for Out-of-Pocket Losses, you must submit a completed Claim Form electing to receive reimbursement for Out-of-Pocket Losses. If you file a Claim Form for Out-of-Pocket Losses and it is rejected by the Settlement Administrator and you do not correct it, you will not be eligible for reimbursement of Out-of-Pocket Losses.

#### **11. Reimbursement for Attested Time**

In addition to Credit Monitoring Services and Reimbursement for Out-of-Pocket Losses, you may elect to submit a Claim Form for reimbursement of Attested Time. If you lost time related to your efforts undertaken to prevent or mitigate fraud and identity theft following announcement of the data breach, you may make a claim for Reimbursement for Attested Time for up to five (5) hours of lost time at a rate of \$25 per hour, for a maximum of \$125.

Claims for Reimbursement for Attested Time must be supported by a brief narrative of the nature of the lost time and other mitigation efforts for which payment is sought.

#### **12. Credit Monitoring Services or Alternative Cash Payment.**

In the alternative to Credit Monitoring Services, you may elect to receive a cash payment. This is the "Alternative Cash Payment." The amount of the Alternative Cash Payment will vary depending on the number of valid claims that are submitted. To receive an Alternative Cash Payment, you must submit a completed Claim Form electing to receive an Alternative Cash Payment.

You are not required to provide Reasonable Documentation with your Claim Form to receive an Alternative Cash Payment. Individual Alternative Cash Payments may be reduced or increased pro rata (equal share) depending on the number of Class Members that participate in the Settlement and the amount of money that remains in the Settlement Fund after payments of other Settlement Benefits and charges with priority for payment under the Settlement. *See* Number 13 below.

#### **13. How will Settlement Benefits be paid?**

Before determining which Settlement Benefit option from the Settlement is best for you (selecting an Alternative Cash Payment, or Credit Monitoring Services, reimbursement for Out-of-Pocket Losses, and/or Attested Time), it is important for you to understand how Settlement payments will be made. Court awarded attorneys' fees up to a maximum of 33 1/3% of the \$4.3 million Settlement Fund (i.e., \$1,433,333), reasonable costs and expenses incurred by attorneys for the Class, Administrative Expenses for costs of the settlement administration, and Service Awards of up to \$3,500 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The remainder of the Settlement Fund will be distributed in the following order:

1. Out-of-Pocket Losses
2. Reimbursement for Attested Time
3. Alternative Cash Payments
4. Credit Monitoring

In the event that the aggregate amount of all payments for reimbursement of Out-of-Pocket Losses exceeds the total amount of the Net Settlement Fund, then the value of such payments shall be reduced on a pro rata basis, such that the aggregate value of all payments for Out-of-Pocket Losses does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Approved Claims of Attested Time or Alternative Cash Payments. In the event that: (i) the aggregate amount of Approved Claims for Out-of-Pocket Losses does not exceed the Net Settlement Fund; and (ii) the aggregate amount of all Approved Claims for Attested Time is greater than the Net Settlement Fund, less the aggregate amount of Approved Claims for Out-of-Pocket Losses, then the value of each Participating Settlement Class Members' payment for Attested Time shall be reduced on a pro rata basis such that the aggregate value of all Approved Claims for Out-of-Pocket Losses and Attested Time do not exceed the Net Settlement Fund. In such an event, no Net

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Settlement Funds will be distributed for Alternative Cash Payments. All pro rata determinations required shall be performed by the Settlement Administrator.

**14. Tell me more about Logan Health’s remedial measures and enhanced security measures.**

Logan Health agrees to provide Class Counsel information concerning the remedial actions taken since the Data Security Incident to enhance its cybersecurity training and awareness programs, data security policies, security measures, restrictions to accessing Personal Information, and its monitoring and response capabilities.

**15. What is the total value of the Settlement?**

The Settlement provides a \$4.3 million non-reversionary Settlement Fund and remedial actions to be taken by Logan Health for the benefit of the Class. Any court-approved attorneys’ fees, costs, and expenses, Service Awards to the Class Representatives, taxes due on any interest earned by the Settlement Fund, if necessary, and any notice and settlement administration expenses will be paid out of the Settlement Fund, and the balance (“Net Settlement Fund”) will be used to pay for the above Settlement Benefits. Any costs associated with Logan Health’s remedial and enhanced security measures will be paid by Logan Health in addition to the Settlement Fund.

**16. What am I giving up to get a Settlement Benefit or stay in the Class?**

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court’s orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Logan Health and related parties about the legal issues in this Action, resolved by this Settlement and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (*see* next question).

**17. What are the Released Claims?**

In exchange for the Settlement, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have released, acquitted, and forever discharged any and all Released Claims against Logan Health and its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing. This release expressly includes Logan Health’s insurer from all obligations under any part of the insurance policy applicable to the Released Claims, and from any and all claims arising out of the investigation, handling, adjusting, defense or settlement of the claim including, without limitation, any claims for breach of contract, in tort, violation of the covenant of good faith and fair dealing, violation of Montana Code Annotated §§ 33-18-201 et. seq., and common-law bad faith. It is further acknowledged by the Parties that the policy limits available for settlement of this matter under Logan Health’s applicable Cyber Policy will be exhausted once the Final Approval Order and Judgment is satisfied.

The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Litigation and that any of the Settlement Class Representatives or Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns does not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release Logan Health and its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States. The Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

More information is provided in the Class Action Settlement Agreement and Release which is available at [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com).

**HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM**

**18. How do I make a claim for Settlement Benefits?**

You must complete and submit a Claim Form by **April 3, 2023**. Claim Forms may be submitted online at [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling 1-888-317-0380 or by writing to *Logan Health Data Breach Settlement, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606*. The quickest way to file a claim is online.

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If you received a Notice by mail, use your CPT ID and Passcode to file your Claim Form. If you lost or do not know your CPT ID and Passcode, please call 1-888-317-0380 or email [LoganHealthSettlement@cptgroup.com](mailto:LoganHealthSettlement@cptgroup.com) to obtain it.

You may submit a claim for a Credit Monitoring Services or, in the alternative, an Alternative Cash Payment, reimbursement for Out-of-Pocket Losses and/or Attested Time by submitting a Claim Form on the Settlement Website, or by downloading, printing, and completing a Claim Form, and mailing it to the Settlement Administrator.

Of the Settlement Benefits provided under the Settlement, you may file a claim for either: 1) Credit Monitoring Services, or in the alternative, 2) an Alternative Cash Payment, and 3) reimbursement for Out-of-Pocket Losses and/or 4) Attested Time.

**19. How do I make a claim for an Alternative Cash Payment?**

To file a claim for an Alternative Cash Payment you must submit a valid Claim Form electing to receive the Alternative Cash Payment. To submit a claim for a Alternative Cash Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **April 3, 2023**.

If you wish to receive your payment via PayPal, Venmo, digital payment, direct deposit, or Zelle instead of a check, please submit your Claim Form online. Anyone who submits a valid claim for an Alternative Cash Payment and does not elect to receive payment via PayPal, Venmo, or digital payment card, direct deposit, or Zelle will receive their payment via regular check sent through U.S. Mail.

Instructions for filling out a claim for an Alternative Cash Payment are included on the Claim Form. You may access the Claim Form at [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com).

If you elect to receive an Alternative Cash Payment, you are not eligible to receive Credit Monitoring Services. You may, however, claim reimbursement for Out-of-Pocket Losses and/or Attested Time.

The deadline to file a claim for an Alternative Cash Payment is **April 3, 2023**. Claims must be filed or postmarked if mailed by this deadline.

**20. How do I make a claim for Credit Monitoring Services?**

To file a claim for Credit Monitoring Services, you must submit a valid Claim Form electing to receive Credit Monitoring Services. To submit a claim for Credit Monitoring Services, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **April 3, 2023**.

Instructions for filling out a claim for Credit Monitoring Services are included on the Claim Form. You may access the Claim Form at [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com).

If you elect to receive Credit Monitoring Services, you are not eligible to receive an Alternative Cash Payment. You may, however, claim reimbursement for Out-of-Pocket Losses and/or Attested Time.

The deadline to file a claim for Credit Monitoring Services is **April 3, 2023**. Claims must be filed or postmarked if mailed by this deadline.

**21. How do I make a claim for a reimbursement of Out-of-Pocket Losses?**

To file a claim for reimbursement of Out-of-Pocket Losses of up to \$25,000 for reimbursement of Out-of-Pocket Losses, you must submit a valid Claim Form electing to receive reimbursement for Out-of-Pocket Losses. To submit a claim for reimbursement of Out-of-Pocket Losses, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **April 3, 2023**.

The Claim Form requires that you sign the attestation regarding the information you provided and that you include third party documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

If your claim for reimbursement of Out-of-Pocket Losses is rejected by the Settlement Administrator and you do not correct it, you will not be eligible or reimbursement of Out-of-Pocket Losses.

Instructions for filling out a claim for reimbursement of Out-of-Pocket Losses are included on the Claim Form. You may access the Claim Form at [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com).

The deadline to file a claim for reimbursement of Out-of-Pocket Losses is **April 3, 2023**. Claims must be filed or postmarked if mailed by this deadline.

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**22. How do I make a claim for reimbursement of Attested Time?**

To file a claim for reimbursement of Attested Time of up to \$125, you must submit a valid Claim Form electing reimbursement of Attested Time. To submit a claim for reimbursement of Attested Time, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **April 3, 2023**.

The Claim Form requires that you indicate the number of hours (up to 5) lost to efforts undertaken to prevent or mitigate fraud or identity theft following the announcement of the Data Security Incident and provide a brief narrative of the nature of the lost time and other mitigation efforts for which payment is sought. The Claim Form also requires that you sign the attestation regarding the information you provided concerning reimbursement of Attested Time.

Instructions for filling out a claim for reimbursement of Attested Time are included on the Claim Form. You may access the Claim Form at [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com).

The deadline to file a claim for reimbursement of Attested Time is **April 3, 2023**. Claims must be filed or postmarked if mailed by this deadline.

**23. What happens if my contact information changes after I submit a claim?**

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-888-317-0380, emailing [LoganHealthSettlement@cptgroup.com](mailto:LoganHealthSettlement@cptgroup.com) or by writing to:

*Logan Health Data Breach Settlement Administrator*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

**24. When and how will I receive the Settlement Benefits I claim from the Settlement?**

If you make a valid claim for Credit Monitoring Services, the Settlement Administrator will send you information on how to activate your credit monitoring after the Settlement becomes final. If you received a notice in the mail, keep it in a safe place as you will need the unique CPT ID provided on the Notice to activate your Credit Monitoring Services.

Payment for valid claims for an Alternative Cash Payment, Out-of-Pocket Loss Reimbursement, or Attested Time Reimbursement will be provided by the Settlement Administrator after the Settlement is approved and becomes final. You may elect to receive payment for valid claims for an Alternative Cash Payment, Out-of-Pocket Losses or Attested Time via PayPal, Venmo, or digital payment card instead of a check, by submitting your e-mail address with your Claim Form. Anyone who does not elect to receive payment via PayPal, Venmo, or digital payment card, will receive their payment via regular check sent through U.S. Mail.

The approval process may take time. Please be patient and check [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) for updates.

**25. What happens if money remains after all of the Settlement Claims are paid?**

None of the money in the \$4.3 million Settlement Fund will be paid back to Logan Health. Any money left in the Settlement Fund after 150 days after the distribution of payments to Class Members will be distributed pro rata (equal share) among all Class Members with approved claims, who cashed or deposited their initial check or received the Settlement proceeds through digital means. In the event there is any money left over from uncashed checks, those remaining monies shall be distributed to non-profit recipient Montana Justice Foundation as required by Montana law.

**THE LAWYERS REPRESENTING YOU**

**26. Do I have a lawyer in this case?**

Yes, the Court has appointed Andrew W. Ferich of Ahdoot & Wolfson, PC, John Heenan of Heenan & Cook, David R. Paoli of Paoli Law Firm, P.C., and John A. Yanchunis of Morgan & Morgan, as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

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

Class Counsel will file a motion asking the Court to award them attorneys' fees of up to a maximum of 33 1/3% of the \$4.3 million Settlement Fund (i.e., \$1,433,333), plus reasonable costs and expenses. They will also ask the Court to approve up to \$3,500 Service Awards to each of the Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts.

**Questions? Go to [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) or call 1-888-317-0380.  
This Settlement affects your legal rights even if you do nothing.**

Class Counsel's application for attorneys' fees and expenses, and Service Awards will be made available on the Settlement Website at [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator, at 1-888-317-0380.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you are a Class Member and want to keep any right you may have to sue or continue to sue Logan Health on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

#### **28. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be in writing and identify the case name *Tafelski, et. al. v. Logan Health Medical Center*, Case No. ADV-22-0180; state the name, address and telephone number of the Class Members seeking exclusion; be physically signed by the Person(s) seeking exclusion; and must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class in *Tafelski, et. al. v. Logan Health Medical Center*, Case No. ADV-22-0108” The Request for Exclusion must be (i) submitted electronically on the Settlement Website, or (ii) postmarked or received by the Settlement Administrator at the address below no later than **February 13, 2023**:

*Logan Health Data Breach Settlement Administrator*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

You cannot exclude yourself by telephone or by e-mail.

#### **29. If I exclude myself, can I still get Credit Monitoring Services, or a Settlement Payment?**

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get Credit Monitoring Services, or a cash payment if you stay in the Settlement and submit a valid Claim Form.

#### **30. If I do not exclude myself, can I sue Logan Health for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Logan Health and Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against Logan Health or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

### **OBJECT TO OR COMMENT ON THE SETTLEMENT**

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

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Tafelski, et. al. v. Logan Health Medical Center*, Case No. ADV-22-0180); (b) state your full name, current mailing address, and telephone number; (c) contain a signed statement that you believe you are a member of the Settlement Class; (d) identify the specific grounds for the objection; (e) include all documents or writings that you desire the Court to consider; (f) contain a statement regarding whether you (or counsel of your choosing) intend to appear at the Final Approval Hearing; (g) be submitted to the Court either by mailing them to the Eighth Judicial District Cascade County District Court, 415 2<sup>nd</sup> Ave. N., Great Falls, MT 59401; and (h) be filed with the Court or postmarked on or before **February 13, 2023**.

#### **32. What is the difference between objecting and requesting exclusion?**

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

### **THE FINAL APPROVAL HEARING**

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

The Court will hold a Final Approval Hearing on **March 9, 2023 at 9:00 a.m.** before the Honorable John Parker, Eighth Judicial District Cascade County District Court, 415 2<sup>nd</sup> Ave. N., Great Falls, MT 59401.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class. Class Members should monitor the Settlement Website (see Question 37) to confirm whether the date for the Final Approval Hearing is changed.

**Questions? Go to [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) or call 1-888-317-0380.  
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At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve: the Settlement; Class Counsel's application for attorneys' fees, costs and expenses; and the Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

**34. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time the Court will consider it.

**35. May I speak at the Final Approval Hearing?**

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (see Question 31). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Fairness Hearing, your objection must also include your attorney's name, address, and phone number.

**IF YOU DO NOTHING**

**36. What happens if I do nothing at all?**

If you are a Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Logan Health or any of the Released Parties about the legal issues in this Action and released by the Settlement Agreement.

**GETTING MORE INFORMATION**

**37. How do I get more information?**

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) or by visiting the office of to the Eighth Judicial District Cascade County District Court, 415 2<sup>nd</sup> Ave. N., Great Falls, MT 59401, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

If you have questions about the proposed Settlement or anything in this Notice, you may contact Class Counsel at:

Andrew Ferich of Ahdoot & Wolfson, PC c/o Logan Health Data Breach Settlement	John Heenan of Heenan & Cook c/o Logan Health Data Breach Settlement	David R. Paoli Paoli Law Firm P.C. c/o Logan Health Data Breach Settlement	John A. Yanchunis Morgan & Morgan c/o Logan Health Data Breach Settlement
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**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

**Questions? Go to [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) or call 1-888-317-0380.  
This Settlement affects your legal rights even if you do nothing.**