

If you were notified by HFMI on behalf of St. Mary’s regarding the April 2020 Data Incident, you may be eligible for a payment and credit monitoring services from a class action settlement.

Para una notificación en Español, visitar www.stmaryshfmisettlement.com .

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

- A settlement has been reached in a class action lawsuit against St. Mary’s Health Care System, Inc. (“St. Mary’s”) and Healthcare Fiscal Management, Inc. (“HFMI”) (together, “Defendants”) relating to cyberattack against HFMI’s computer systems that occurred on or about April 13, 2020 (the “Data Incident”). The computer systems possibly affected by the Data Incident potentially contained personal and protected health information of certain individuals. The plaintiffs claim that Defendants were responsible for the Data Incident and assert claims such as negligence, negligence *per se*, breach of implied contract against St. Mary’s, breach of fiduciary duty against St. Mary’s, intrusion into private affairs/invasion of privacy, and breach of confidence. Defendants deny all of the claims.
- If you received a notification from HFMI on behalf of St. Mary’s of the Data Incident, you are included in this Settlement as a “Settlement Class member.”
- The Settlement provides payments to people who submit valid claims for out-of-pocket expenses and lost time relating to the Data Incident, and for credit monitoring and identity protection services.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY APRIL 14, 2022	This is the only way you can get payment.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY FEBRUARY 14, 2022	You will not get any payment from the Settlement, but you also will not release your claims against Defendants. This is the only option that allows you to be part of any other lawsuit against Defendants or related parties for the legal claims resolved by this Settlement.
OBJECT TO THE SETTLEMENT BY FEBRUARY 14, 2022	Write to the Court with reasons why you do not agree with the Settlement.
GO TO THE FINAL FAIRNESS HEARING ON APRIL 4, 2022	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing.
DO NOTHING	You will not get any credit monitoring from this Settlement and you will give up certain legal rights. Submitting a claim form is the only way to obtain the credit monitoring from this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.stmaryshfmisettlement.com , or call 1-833-910-3606 .
- The Court in charge of this case still has to decide whether to grant final approval the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.

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BASIC INFORMATION

1. Why is this Notice being provided?

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

The Court in charge of this case is the Superior Court of Athens/Clarke County, State of Georgia. The case is known as *Cece et al. v. St. Mary's Health Care System, Inc.*, Case No. SU20CV0500 (the "Lawsuit"). The persons who filed the Lawsuit are called the Plaintiffs and the entities they sued, St. Mary's Health Care System, Inc. and Healthcare Fiscal Management, Inc., are called the Defendants.

2. What is this lawsuit about?

The Lawsuit claims that the Defendants were responsible for the Data Incident and asserts claims such as: negligence, negligence *per se*, breach of implied contract against St. Mary's, breach of fiduciary duty against St. Mary's, intrusion into private affairs/invasion of privacy, and breach of confidence. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Incident.

Defendants have denied and continue to deny all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against them.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Misty Cece and Shanita Reed) sue on behalf of people who have similar claims. Together, all these people are called a Class or Class members. One Court and one judge resolves the issues for all Class members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Defendants. Instead, the Plaintiffs negotiated a settlement with Defendants that allows both Plaintiffs and Defendants to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class members to obtain payment and credit monitoring services without further delay. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class members. This Settlement does not mean that HFMI or St. Mary's did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of this Settlement as a Settlement Class member if you previously received a notification from HFMI on behalf of St. Mary's pertaining to the Data Incident.

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

Yes. Specifically excluded from the Settlement Class are: (i) St. Mary's and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement will provide payments and credit monitoring services to people who submit valid claims.

Settlement Class Members can claim up to \$750 each for: (1) Expense Reimbursements (Question 8, below); (2) Lost Time (Question 8, below). You may submit a claim for either or both types of payments. In order to claim each type of payment, you must provide related documentation with the Claim Form.

Settlement Class Members can also make a claim for up to 24-months of credit monitoring and identity protection services (Question 9, below).

The Settlement also provides that Defendants have made significant information security enhancements. These enhancements include annual compliance tests, quarterly penetration tests, vulnerability assessments, quarterly and annual employee training and education, and installation of updated anti-virus and anti-malware software.

8. What payments are available for Expense Reimbursement?

Class Members are eligible to receive reimbursement of up to \$750 (in total) for the following categories of documented out-of-pocket expenses resulting from the Data Incident including but not limited to:

- unreimbursed losses relating to fraud or identity theft;
- professional fees including attorneys' fees, accountants' fees and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency;
- credit monitoring costs that were incurred on or after April 12, 2020, through the date of the Claim Deadline; and
- miscellaneous expenses such as notary, fax, postage, copying, mileage and long-distance telephone charges, that were incurred on or after April 12, 2020, through the date of the Claims Deadline

Included within the \$750, Settlement Class Members may make a claim for up to three hours of lost time spent dealing with the Data Incident, to be paid out at \$20 per hour. Such time can include, e.g.:

- time spent dealing with replacement card issues, reversing fraudulent charges, rescheduling medical appointments and/or finding alternative medical care and treatment, retaking or submitting to medical tests, locating medical records, retracing medical history, and any other demonstrable form of disruption to medical care and treatment, but only if at least one full hour was spent.

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

Class Members who submit a valid claim are eligible to enroll in a total of two (2) years of one (1) bureau credit monitoring services through TransUnion *myTrueIdentity* credit monitoring and identity theft protection service. For those Settlement Class Members who enrolled in the one (1) year of credit monitoring previously offered as part of the notification letter provided by HFMI on behalf of St. Mary's regarding the Data Incident on or about June 26, 2020, they will be offered one (1) additional year. For those Settlement Class Members who did not sign up for the credit monitoring previously offered, they will be offered up to two (2) years.

More details are provided in the Settlement Agreement, which is available at www.stmaryshfmisettlement.com

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

10. How do I get benefits from the Settlement?

To ask for a payment, you must complete and Submit a Claim Form. Claim Forms are available at www.stmaryshfmisettlement.com , or you may request one by mail by calling 1-833-910-3606. Read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **April 14, 2022** to:

HFMI / St. Mary’s Data Incident Claims Administrator
PO Box 5324
New York, NY 10150-5324

11. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the required information is not timely provided, the claim will be considered invalid and will not be paid.

If the claim is complete and the Claims Administrator denies the claim entirely or partially, the claimant will be provided an opportunity to have their claim reviewed by an impartial Claim Referee who has been appointed by the Court. Additional information regarding the claims process can be found in sections 2.5-2.10 of the Settlement Agreement, available at www.stmaryshfmisettlement.com .

12. When will I get my payment?

The Court will hold a Final Fairness Hearing at 10:30 a.m. on April 4, 2022 to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

REMAINING IN THE SETTLEMENT

13. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a payment or credit monitoring services you must submit a Claim Form postmarked by **April 14, 2022**.

14. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue HFMI and St. Mary’s for the claims being resolved by this Settlement. The specific claims you are giving up against HFMI and St. Mary’s in Section 1.21 of the Settlement Agreement. You will be “releasing” HFMI and St. Mary’s and all related people or entities as described in Section 1.20 of the Settlement Agreement. The Settlement Agreement is available at www.stmaryshfmisettlement.com .

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue HFMI and St. Mary’s about issues in the Litigation, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

15. If I exclude myself can I still get payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

16. If I do not exclude myself can I sue HFMI or St. Mary's for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue HFMI or St. Mary's for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

17. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *Cece et al. v. St. Mary's Health Care System, Inc. et al.*, Case No. SU20CV0500. Your letter must also include your name, address, and signature. You must mail your exclusion request postmarked no later than February 14, 2022 to:

HFMI / St. Mary's Data Breach Litigation Exclusions
P.O. Box 5324
New York, NY 10150 - 5324

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed David K. Lietz and Danielle L. Perry of Mason Lietz & Klinger LLP, 5101 Wisconsin Avenue NW, Suite 305 Washington, DC 20016, to represent you and other Settlement Class members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys' fees and litigation costs in the amount of \$250,000. Class Counsel will also request approval of an incentive award of and \$1,000 for each the Class Representative (for a total award of \$2,000). If approved, these amounts, as well as the costs of notice and settlement administration, will be paid separately by Defendants and will not reduce the amount of total payments available to Settlement Class members.

OBJECTING TO THE SETTLEMENT

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

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

If you are a Settlement Class member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file with the Court and mail copies to Class Counsel and Defendants' Counsel a written notice stating that you object to the Settlement in *Cece et al. v. St. Mary's Health Care System, Inc. et al.*, Case No. SU20CV0500.

Your objection must include:

- (i) the objector's full name, address, telephone number, and e-mail address (if any);
- (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident);
- (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- (iv) the identity of all counsel representing the objector;
- (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing;
- (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and
- (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years.

Your objection must be filed with the Clerk of the Superior Court of the Athens/Clarke County, State of Georgia, 325 E. Washington Street, Suite 450, Athens, GA 30601 no later than February 14, 2022 . You must also mail copies of your objection to Class Counsel and Defendants' Counsel postmarked no later than February 14, 2022, at all of the addresses below.

CLASS COUNSEL	HFMI'S / ST. MARY'S COUNSEL
David K. Lietz Danielle L. Perry MASON LIETZ & KLINGER LLP 5101 Wisconsin Ave. NW Ste. 305 Washington, DC 20008	Joseph Salvo John T. Mills Gordon Rees Scully Mansukhani, LLP One Battery Park Plaza, 28 th Floor New York, NY 10004

21. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT'S FINAL FAIRNESS HEARING

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

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

The Court will hold a Final Fairness Hearing at 10:30 a.m. on April 4, 2022, in the Superior Court of the Athens/Clarke County, State of Georgia, 325 E. Washington St. Ste. 450, Athens, GA 30601. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 20). The Court will also decide whether to approve fees and costs to Class Counsel, and the service awards to the Class Representatives.

23. Do I have to come to the Final Fairness Hearing?

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

24. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 20 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

25. What happens if I do nothing?

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

GETTING MORE INFORMATION

26. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Stipulation and Settlement Agreement, which is available at www.stmaryshfmisettlement.com , or by writing to the HFMI / St. Mary's Data Incident Settlement Administrator, P.O. Box 5324 New York, NY 10150- 5324.

27. How do I get more information?

Go to www.stmaryshfmisettlement.com , call 1-833-910-3606 , or write to the HFMI / St. Mary's Data Incident Settlement Administrator, P.O. Box 5324 New York, NY 10150- 5324.

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