

IN THE IOWA DISTRICT COURT IN AND FOR JOHNSON COUNTY, IOWA

If you were mailed a notice by Mercy Hospital regarding data breach that occurred on or about May or June 2020, you may be eligible for compensation and credit monitoring.

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

A settlement has been proposed in a class action lawsuit against Mercy Hospital, Iowa City, Iowa (“Mercy”) for the potential compromise of private information of current and/or former patients and guarantors of Mercy in or about May and June 2020 (the “Data Incident”). The information involved in the Data Incident potentially included name, date of birth, Social Security number, medical record or patient account number, health insurance information and/or limited treatment or clinical information such as diagnosis, provider name and date(s) of service relating to Mercy patients and guarantors.

If you received notice of the class action, you may be included in this Settlement as a “Settlement Class Member.”

- The Settlement provides payments to people who submit valid claims for lost time, out-of-pocket expenses, charges that were incurred and plausibly arose from the Data Incident, and for other extraordinary unreimbursed monetary losses. The Settlement also provides for one-year of identity monitoring 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	This is the only way you can get payment.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will not get any payment from the Settlement, but you also will not release your claims against Mercy. This is the only option that allows you to be part of any other lawsuit against Mercy or related parties for the legal claims resolved by this Settlement.
OBJECT TO THE SETTLEMENT	Write to the Court with reasons why you do not agree with the Settlement.
GO TO THE FINAL FAIRNESS HEARING	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 payment from this Settlement and you will give up certain legal rights. Submitting a claim form is the only way to obtain payment under 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.MercyIowaCitySettlement.com. The Court in charge of this case still has to decide whether to grant final approval of 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 Iowa District Court in and for Johnson County, Iowa. The case is known as styled *Michael Clark, individually and on behalf of all others similarly situated, v. Mercy Hospital, Iowa City, Iowa d/b/a Mercy Iowa City*, Case No. CVCV082275 (the “Lawsuit”). The person who filed the Lawsuit is called the Plaintiff, and the company they sued, Mercy, is called the Defendant.

2. What is this lawsuit about?

The Lawsuit claims that Mercy was responsible for the Data Incident and asserts claims such as: negligence, breach of implied contract, breach of confidence, breach of contract, violation of the Iowa Consumer Fraud Act, and violation of the Iowa Personal Information Security Breach Protection Act. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Incident.

Mercy has denied and continues to deny all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Michael Clark.) 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 – in this case, Judge Mary E. Chicchelly – 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 Plaintiff or Mercy. Instead, the Plaintiff negotiated a settlement with Mercy that allows both Plaintiff and Mercy 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 without further delay. The Class Representative and his attorneys think the Settlement is best for all Settlement Class Members. This Settlement does not mean that Mercy 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 Mercy of the Data Incident.

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

Yes. Specifically excluded from the Settlement Class are: (i) Mercy and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge(s) assigned to evaluate the fairness of this settlement; and (iv) other persons excluded by the terms of the Settlement Agreement.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement will provide monetary payments to people who submit valid claims.

There are two types of payments that are available: (1) Ordinary Loss Compensation (Question 8, below) and (2) Extraordinary Loss Compensation (Question 9, below). In order to claim each type of payment, you must provide the information and documentation called for by the Claim Form.

Mercy will also provide each Settlement Class Member with a code for one (1) year of Experian identity theft monitoring service to be used after the court grants final approval to the settlement.

8. What payments are available for Ordinary Loss Compensation?

Class Members are eligible to receive compensation of up to \$250.00 (in total) for the following categories of out-of-pocket expenses and lost time resulting from the Data Incident:

- 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 May 15, 2020, through the date of preliminary approval; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges
- Reimbursement of up to six hours of lost time (at \$20 per hour) shown by the claimant, duly certified by the claimant, to have been spent dealing with issues related to the Data Incident to prevent, detect, contest, remediate and/or repair related damages, *e.g.*, time spent dealing with obtaining credit reports, credit monitoring or other identity theft protection products, contacting credit reporting agencies, contacting public or private health insurers, contacting financial institutions, reviewing and monitoring financial accounts and credit reports for fraudulent or suspicious activity, or reversing fraudulent charges. The 6 hours are comprised of 3 hours of attested time and up to 3 additional hours with supporting documentation.

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

9. What payments are available for Extraordinary Loss Compensation?

Class Members who had extraordinary unreimbursed monetary losses because of information potentially compromised as part of the Data Incident are eligible to make a claim for compensation of up to \$2,500. As part of the claim, the Class Member must show that: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Incident; (3) the loss occurred during the time period from May 15, 2020 through and including the end of the applicable claims period; (4) the loss is not already covered by one or more of the categories in Question 8; and (5) a reasonable effort was made to avoid or seek

reimbursement for the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

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

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

10. How do I get monetary benefits from the Settlement?

Monetary Benefits: To ask for a payment, you must complete and Submit a Claim Form. Claim Forms are available at www.MercyIowaCitySettlement.com. Read the instructions carefully, fill out the Claim Form electronically, or mail it postmarked no later than **May 11, 2022** to:

Mercy Settlement
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

Identity Monitoring: After the Court has granted final approval of the Settlement. Settlement Class Members will have the opportunity to use the enrollment code included in the postcard notice that they can use to enroll in the Experian identify theft monitoring services.

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 provided timely, 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 his or her claim reviewed by an impartial Claims Referee who has been appointed by the Court.

12. When will I get my payment?

The Court will hold a Final Fairness Hearing at 10:00 o'clock a.m. on July 11, 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, perhaps more than a year. 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 you must submit a Claim Form postmarked by **May 11, 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 Mercy for the claims being resolved by this Settlement. The specific claims you are giving up against Mercy are described in Section II.1.25 of the Settlement Agreement. You will be “releasing” Mercy and all related people or entities as described in Sections II.1.26 and XIII.13.3 of the Settlement Agreement. The Settlement Agreement is available at www.MercyIowaCitySettlement.com.

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue Mercy about issues in the Lawsuit, 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 Mercy for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue Mercy 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 *Michael Clark, individually and on behalf of all others similarly situated, v. Mercy Hospital, Iowa City, Iowa d/b/a Mercy Iowa City*, Case No. CVCV082275. Your letter must also include your full name, address, telephone number, and personal and original signature. You must mail your exclusion request postmarked no later than **May 11, 2022** to:

Mercy Settlement Exclusions
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Brad Schroder, Hartung Schroder Law Firm, 303 Locust Street, Des Moines, IA 50309, Gary M. Klinger, Mason Leitz & Klinger, LLP, 227 W. Monroe Street, Suite 2100, Chicago, IL 60606, Syed Ali Saeed, Saeed & Little, LLP, 18 E. Vermont Street,

Indianapolis, IN 46204, to represent you and other Settlement Class Members. These lawyers are called Settlement 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 Settlement Class Counsel be paid?

If the Settlement is approved and becomes final, Settlement Class Counsel will ask the Court to award attorneys' fees and expenses in the total amount of \$220,000.00 Settlement Class Counsel will also request approval of an incentive award of \$1,000.00 for the Class Representative. If approved, these amounts, as well as the costs of notice and settlement administration, will be paid separately by Mercy.

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 Settlement Class Counsel and Mercy's Counsel a written notice stating that you object to the Settlement in *Michael Clark, individually and on behalf of all others similarly situated, v. Mercy Hospital, Iowa City, Iowa d/b/a Mercy Iowa City*, Case No. CVCV082275.

Your objection must include:

- 1) Your full name, address, telephone number, and e-mail address;
- 2) Information or proof showing you are a Settlement Class Member;
- 3) The reasons why you object to the Settlement, including any documents supporting your objection;
- 4) The name and address of your attorney, if you have retained one;
- 5) The name and address of any attorneys representing you that may appear at the Final Fairness Hearing;
- 6) A list of all persons who will be called to testify at the Final Fairness Hearing in support of your objection;
- 7) A statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing;
- 8) A list, by case name, court, and docket number, of all other cases in which you (directly or through a lawyer) have filed an objection to any proposed class action settlement within the last three years;
- 9) A list, by case name, court, and docket number, of all other cases in which your lawyer (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last three years;
- 10) A list, by case number, court, and docket number, of all other cases in which you have been a named plaintiff in any class action or served as a lead plaintiff or class representative; and
- 11) Your signature or the signature of your attorney or other duly authorized representative (along with documentation illustrating representation).

Your objection must be filed with the Clerk of the District Co, 417 S. Clinton Street, Iowa City, IA 52240 no later than **May 11, 2022**. You must also mail copies of your objection to Settlement

Class Counsel and Mercy’s Counsel postmarked no later than **May 11, 2022**, at all of the addresses below.

SETTLEMENT CLASS COUNSEL	MERCY’S COUNSEL
<p>Brad Schroeder HARTUNG SCHROEDER LAW FIRM 303 Locust Street, Suite 300 Des Moines, Iowa 50309 515-282-7800 (t) 515-282-8700 (f) schroeder@hartungschroeder.com</p> <p>Gary M. Klinger MASON LIETZ & KLINGER LLP 227 W. Monroe Street, Suite 2100 Chicago, IL 60606 Tel.: (202) 429-2290 Fax: (202) 429-2294 gklinger@masonllp.com</p> <p>Syed Ali Saeed SAEED & LITTLE, LLP 18 E. Vermont Street Indianapolis, IN 46204 Tel.: (317) 721-9214 Fax: (888) 422-3151 ali@sllawfirm.com</p>	<p>Jessica Tucker Glick AT000009276 PHELAN TUCKER LAW LLP 321 East Market Street Iowa City, Iowa 52244 Phone: (319) 354-1104 Fax: (319) 354-6962 Glick@phelantuckerlaw.com</p> <p>POLSINELLI PC</p> <p>Mark A. Olthoff (pro hac vice) Catherine A. Green (pro hac vice) 900 W. 48th Place, Suite 900 Kansas City, Missouri 64112-1895 Phone: (816) 753-1000 Fax: (816) 753-1536 molthoff@polsinelli.com cgreen@polsinelli.com</p> <p>John C. Cleary (pro hac vice) 600 Third Avenue, 42nd Floor New York, New York 10016 Phone: (212) 413-2837 Fax: (212) 684-0197 john.cleary@polsinelli.com</p>

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 10:00 o’clock a.m. on July 11, 2022, in the Iowa District Court in and for Johnson County, IA **417 S. Clinton Street, Iowa City, IA 52240**. 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 expenses requested by Settlement Class Counsel, and the incentive award requested for the Class Representative.

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

No. Settlement 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 benefits 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 Mercy 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 Settlement Agreement, which is available at www.MercyIowaCitySettlement.com.

27. How do I get more information?

Go to www.MercyIowaCitySettlement.com.

***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.***