

**HEENAN & COOK**  
John Heenan  
1631 Zimmerman Trail  
Billings, MT 59102  
Telephone: (406) 839-9091  
[john@lawmontana.com](mailto:john@lawmontana.com)

**AHDOOT & WOLFSON, PC**  
Andrew W. Ferich  
201 King of Prussia Road, Suite 650  
Radnor, PA 19087  
Telephone: (310) 474-9111  
[aferich@ahdootwolfson.com](mailto:aferich@ahdootwolfson.com)

**PAOLI & LEISHER, P.C.**  
David R. Paoli  
257 West Front Street  
PO Box 8131  
Missoula, MT 59802  
Telephone: (406) 542-3330  
[davidpaoli@paoli-law.com](mailto:davidpaoli@paoli-law.com)

**MORGAN & MORGAN  
COMPLEX LITIGATION GROUP**  
John A. Yanchunis  
201 North Franklin Street, 7<sup>th</sup> Floor  
Tampa, Florida 33602  
Telephone: (813) 223-5505  
[jyanchunis@forthepeople.com](mailto:jyanchunis@forthepeople.com)

*Attorneys for Plaintiffs*

**MONTANA EIGHTH JUDICIAL DISTRICT COURT  
CASCADE COUNTY**

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|   |   |                          |
|---|---|--------------------------|
| PATRICIA TAFELSKI, <i>et. al.</i> , on behalf of<br>themselves and all others similarly situated, | ) | Cause No. ADV-22-0108    |
|   | ) |                          |
| Plaintiffs,   | ) | Honorable John W. Parker |
|   | ) |                          |
| v.  | ) |                          |
|   | ) |                          |
| LOGAN HEALTH MEDICAL CENTER,  | ) |                          |
|   | ) |                          |
| Defendant.  | ) |                          |

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**PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT, CLASS REPRESENTATIVE SERVICE AWARDS,  
AND ATTORNEYS' FEES AND EXPENSES**

**I. INTRODUCTION**

Plaintiffs Hazel Conway, John Conway, Bonnie Leahy, Timothy Leahy, Mark Reitan, Allison Smeltz, Rhonda Stephens-Block, Patricia Tafelski, Jennifer Teich, and Patrick Teich (collectively, "Plaintiffs"), by and through the undersigned and pursuant to Rule 23, M.R. Civ. P.,

respectfully seek final approval of the class action Settlement Agreement and Release (“Settlement Agreement” or “SA”) with Defendant Logan Health (“Logan Health”). The Settlement resolves all claims against Logan Health on behalf of 202,677 Class Members arising out of the Data Security Incident suffered by Logan Health. As of February 15, 2023, a total of 6,017 Claims have been submitted, amounting to a 2.9% claims rate—a rate that is on par with or exceeds data breach claims rates across the United States. Because the Claims Deadline is not until April 3, 2023, numerous additional claims are expected.

As set forth in Plaintiffs’ Preliminary Approval Motion, the Settlement is fair, reasonable, and adequate, and represents an excellent result for the Class. Through mediation and extensive negotiations, the Parties reached a Settlement that provides for immediate and significant benefits for the Class.

The Settlement establishes a non-reversionary common fund of \$4,300,000 to pay for valid claims for: (1) reimbursement of class members’ documented out-of-pocket losses fairly traceable to the Data Security Incident, up to \$25,000 per individual; and (2) reimbursement of class members’ time spent remedying issues related to the Data Security Incident, up to five hours at \$25 per hour (up to \$125 per individual). In addition to claiming reimbursement for documented out-of-pocket losses and attested lost time, class members can select either of the following benefits: (1) three years of three-bureau credit monitoring (including an option for three years of monitoring services for all minors (individuals under the age of 18) affected in the Data Security Incident); or (2) an alternative cash payment in lieu of credit monitoring. *See SA*, ¶¶ 51-58. In addition, as part of the Settlement, Logan Health has agreed to implement meaningful data security business practices changes to help protect Class Members’ Sensitive Information from future data security incidents.

The Settlement is the result of prolonged arm's length negotiations between experienced counsel who had a comprehensive understanding of the strengths and weaknesses of each party's claims and defenses. If approved, the Settlement will provide Class Members with the precise relief this Action was filed to obtain.

The Court preliminarily approved the Settlement and the Settlement's proposed Notice Plan on December 2, 2022. *See* Prelim. App. Order, attached hereto as **Exhibit A**. The Settlement Administrator, CPT Group ("CPT"), successfully implemented the robust, multi-pronged Notice Plan, and the user-friendly claims process approved in the Preliminary Approval Order.

The reaction from Class Members to the Settlement is resoundingly positive. As noted above, 6,017 Class Members have submitted claims. The deadline for Class Members to opt-out or object to the Settlement was February 15, 2023. As of February 15, 2023, out of the approximately 202,677 Class Members who were sent direct notice, only six persons opted out of the Settlement and there was only one objection. *See* **Exhibit B** attached hereto, Declaration of Katie Tran ("Tran Decl."); *see also* Objections to Proposed Settlement by M. Johnson & T. Fisher ("Objection"). As discussed in detail below, the single objection is without merit and should be denied.

The Settlement delivers tangible and immediate benefits to Class Members that address the potential harms of the breach, without protracted litigation and the inherent risks of data breach class action litigation. It delivers a fair, reasonable, and adequate resolution for the Class, and merits final approval. Mont. R. Civ. P. 23(e)(2).

Logan Health does not oppose the Motion. A proposed final order and separate final judgment are submitted in support of this Motion, along with the Declarations of Class Counsel ("Counsel Decl.") (attached hereto as **Exhibit C**) and the Tran Decl. (**Exhibit B**).

## II. SUMMARY OF THE LITIGATION

### A. The Data Security Incident and Litigation

The history of the Data Security Incident, the resulting litigation, and settlement negotiations are well-known to the Court. After first announcing the breach on February 18, 2022, two class action cases were filed against Logan Health. The first—the *Tafelski* Matter—was filed on March 2, 2022, and the second—the *Smeltz* Matter—was filed on March 11, 2022. On April 20, 2022, the *Tafelski* Matter and *Smeltz* Matter were consolidated, and John Heenan, Andrew Ferich, David Paoli, and John Yanchunis were appointed to serve as counsel in those matters and now seek to represent the settlement class (collectively “Class Counsel”). On May 12, 2022, Logan Health filed a Motion to Dismiss the *Smeltz* Matter, which remains pending.

During the litigation, the parties began engaging in preliminary and then more formal settlement negotiations. Counsel Decl. ¶ 7. This included an exchange of information that Plaintiffs required in order to engage in settlement negotiations and the exchange of terms for global resolution of the claims of Plaintiffs and the class in advance of a mediation conducted by Judge Louis Meisinger (Ret.). *Id.*

Class Counsel spent many hours preparing for the mediation, including reviewing informal discovery, preparing a detailed mediation statement, and engaging in pre-mediation meet and confer discussions with counsel for Logan Health. *Id.* ¶ 8. On July 19, 2022, the parties attended an all-day mediation with Judge Meisinger. *Id.* ¶ 9. The settlement negotiations were hard-fought throughout and the settlement process was conducted at arm’s length. *Id.* At the end of the all-day mediation, the parties were at an impasse as to the amount of the common fund, so the mediator proposed a double-blind mediator’s proposal of \$4.3 million for the common fund, which the parties accepted. *Id.* The parties thus reached an agreement on the substantive terms of the

Settlement by the conclusion of the mediation, five months after the commencement of this litigation. *Id.* The parties, through their counsel, continued to negotiate and finalize the material details and documents of the Settlement over the following months, before signing the Settlement Agreement on October 7, 2022. *Id.* ¶ 10.

On October 26, 2022, Plaintiffs filed their Motion for Preliminary Approval, which included supporting documents, declarations, and exhibits. *Id.* ¶ 12. As discussed therein, in light of the uncertainty and expense of prolonged litigation, the Settlement is an outstanding result.

This Court agreed. On December 2, 2022, the Court preliminarily approved the Settlement and ordered that the administrator CPT disseminate Notice to the Settlement Class. *Id.* ¶ 13; *see Exhibit A.* After the Court preliminarily approved the Settlement, Class Counsel worked with CPT to supervise dissemination of Notice to the Class. Counsel Decl. ¶ 31; Tran Decl. ¶ 7.

Notice was successfully disseminated pursuant to the plan approved by the Court. Tran Decl. ¶¶ 4-6, 11-16. As of February 15, 2023, CPT reports that only six (6) individuals submitted timely requests for exclusion (meaning approximately only 0.003% of the Settlement Class has requested exclusion from the Settlement). *Id.* ¶ 17. There is only one objection to the Settlement. Tran Decl. ¶ 18; *see also* Objection. The objection is meritless and addressed below.

### **III. THE SETTLEMENT**

#### **A. The Settlement Class**

The proposed Settlement Class is defined as follows:

“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. Excluded from the Settlement Class are: (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,

directors, and employees; (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.”

See **Exhibit A**, ¶ 1; SA, ¶ 37.

**B. The Settlement Confers Substantial Benefits to Class Members**

The Settlement is outstanding. It establishes a \$4,300,000 cash non-reversionary cash Settlement Fund. Class Members have the opportunity to submit a Claim for: (1) reimbursement of class members’ documented out-of-pocket losses fairly traceable to the data security incident, up to \$25,000 per individual; and (2) reimbursement of class members’ time spent remedying issues related to the Data Security Incident, up to five hours at \$25 per hour (up to \$125 per individual). In addition to claiming reimbursement for documented out-of-pocket losses and attested lost time, class members can select either of the following benefits: (1) three years of three-bureau credit monitoring through Pango (including an option for three years of minor monitoring services for all minors affected in the Data Security Incident); or (2) an alternative cash payment in lieu of credit monitoring, the amount of which is to be determined in accordance with the Settlement Agreement. See SA, ¶¶ 51-58. In addition to this direct relief, all Class Members will benefit from the Settlement’s prospective relief which obligates Logan Health to confirm valuable data security business practices changes. See *id.* ¶ 68. These measures are designed to help protect Class Members’ Personal Information from future ransomware attacks.

**C. The Notice Program and Claims, Opt-Outs, and Objections**

Pursuant to Rule 23(e)(1), in the Preliminary Approval Order, the Court “direct[ed] notice in a reasonable manner to all class members [directly via U.S. Mail] who would be bound by the proposal.” The Court approved Notice procedures were successfully implemented, satisfying the requirements of Montana Rule of Civil Procedure 23 and due process. See Tran Decl. ¶¶ 11-16; Counsel Decl. ¶ 31.

Class Members must submit a Claim Form by April 3, 2023. **Exhibit A**, ¶ 15; SA ¶ 4. CPT reports that 202,677 notices were mailed. 27,940 of these direct notices were returned as undeliverable. Tran Decl. ¶ 12. CPT conducted skip traces to identify potential addresses for those returned notices, and was able to re-mail the notice to 12,984 Class Members. *Id.* CPT confirms that notice in this case achieved a direct notice rate of approximately 92.54%. *Id.*

The response to the Settlement has been overwhelmingly positive. As of February 15, 2023, 6,017 claims have been submitted, representing a claims rate of 2.9%. *Id.* ¶ 15. That claims rate is on par with or exceeds data breach claims rates across the United States.

Class Members were also provided with an opportunity to opt out of or object to the Settlement by doing so on or before January 13, 2023. **Exhibit A**, ¶ 15; SA ¶¶ 27-28. CPT reports that, as of February 15, 2023, only six Class Members submitted valid requests for exclusion from the Settlement Class and there was only one objection to the Settlement. Tran Decl. ¶¶ 17-18.

**D. Payment of Settlement Administration Expenses, Attorneys' Fees and Expenses, and Service Awards**

On January 10, 2023, Plaintiffs and Class Counsel filed a Motion for Attorneys' Fees, Expenses, and Service Awards ("Fee Motion"). Class Counsel requested attorneys' fees in the amount of \$1,433,333.00 (1/3 of the \$4.3 million Settlement Fund), plus reimbursement of litigation expenses in the amount of \$23,334.12, and Service Awards for the Class Representatives in the amount of \$3,500 each. *See generally* Fee Motion. As explained therein, the requested fee award squarely complies with Montana law (authorizing an award on a percentage of fund basis in the amount of 1/3), is consistent with market rates for similar attorney services in this Court, and fairly reflects the work performed and results achieved in this Settlement. *Id.*; *see, e.g., Henderson v. Kalispell Regional Healthcare*, No. CDV-19-0761 (Judge Best awarding 1/3 of \$4.2 million common fund as reasonable fee); *Sones v. Rimrock Engineering, Inc.*, No. DV 19-0575

(Thirteenth Jud. Dist. Ct. 2020) (Judge Todd awarding 1/3 of \$3.45 million common fund as reasonable fees); *Hageman v. AT&T Mobility*, No. CV-13-50-DLC-RWA (Magistrate Judge Anderson awarding 1/3 of \$45 million common fund as reasonable fees).

#### **IV. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT**

##### **A. Standard for Final Approval**

“A district court ‘is in the best position to consider the most fair and efficient procedure for conducting any given litigation’ including certifying a class pursuant to Montana Rule 23. *In Re Blue Cross and Blue Shield of Montana, Inc.* 383 Mont. 404, 407 (2016) (affirming Court’s re-approval of class action settlement). The Court preliminarily certified the following class, which Plaintiffs now request that the Court finally approve:

[T]he individuals identified on the Settlement Class List, including all individuals who were notified, including by direct and publication by Logan Health that their personally information was or may have been compromised in the data security incident initially disclosed by Logan Health on or about February 18, 2022. Excluded from the Settlement Class are: (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, directors, and employees; (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

“Rule 23 of the Montana Rules of Civil Procedure is identical to federal Rule 23, so ‘federal authority is instructive.’” *Id.* at 408 (citations omitted). Approval of the settlement terms rests in the sound discretion of the district court. *Class Plaintiffs v. Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992). When reviewing class action settlements, there is “a strong judicial policy that favors settlements.” *In re Pacific Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Thus, as the Ninth Circuit has “emphasized,” the “intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit [required under Fed. R. Civ. P. 23(e)] must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the



product of fraud or overreaching by, or collusion between the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 965 (9th Cir. 2009).

In approving a class action settlement, courts need not “reach any ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements.” *Id.* (internal citations omitted). Rather, courts are directed to “put a good deal of stock in the product of an arms-length, non-collusive, negotiated resolution.” *Id.* (internal citations omitted).

**B. Final Settlement Approval Is Warranted and Appropriate**

**1. The Settlement Satisfies Rules 23(a)**

In granting Plaintiffs’ previous motion for preliminary approval, the Court already considered the Rule 23(a) and (b) factors and found that the Settlement satisfies each. Nothing has changed in interim that would impact this analysis. Nevertheless, Plaintiffs provide a brief recitation of compliance with these factors below.

**a. Rule 23(a)(1) – Numerosity**

The Settlement Class is comprised of 202,677 individuals. Tran Decl. ¶ 6. It readily satisfies the numerosity requirement.

**b. Rule 23(a)(2) – Commonality**

Commonality requires that the class members’ claims “depend upon a common contention” of such a nature that “determination of its truth or falsity will resolve an issue that is central to the validity of each [claim] in one strike,” is also met. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). Here, the Plaintiffs’ claims turn on: (1) whether and to what extent Defendant had a

duty to protect and safeguard the Sensitive Information of Plaintiffs and the Settlement Class from access by third parties; (2) whether Defendant breached that duty by failing to implement and maintain data security procedures and practices commensurate with the nature and scope of the Sensitive Information compromised in the Data Security Incident; and (3) whether Plaintiffs and the Settlement Class were injured as a result of the Data Security Incident. The resolution of that inquiry revolves around evidence that does not vary from class member to class member, and so can be fairly resolved—whether through litigation or settlement—for all class members at once.

**c. Rule 23(a)(3) – Typicality**

Rule 23(a)'s typicality requirement is also readily. Each Plaintiff alleges having provided Sensitive Information that was exposed to unauthorized third parties during the Data Security Incident; the Plaintiffs were thus impacted by the same inadequate data security that they allege harmed the rest of the Settlement Class. *Just Film, Inc. v. Buono*, 847 F.3d 1108, 1118 (9th Cir. 2017) (“[I]t is sufficient for typicality if the plaintiff endured a course of conduct directed against the class.”).

**d. Rule 23(a)(4) – Adequacy**

The Plaintiffs have no conflicts with the Settlement Class; they have participated actively in the case, including thorough involvement throughout the pleadings and settlement stages, including providing input in crafting and approving the Settlement. The Plaintiffs are also represented by experienced attorneys who were previously appointed by this Court to represent the Settlement Class Members' interests. *Staton v. Boeing Co.*, 327 F.3d 938, 957 (9th Cir. 2003) (adequacy satisfied if plaintiffs and their counsel lack conflicts of interest and are willing to prosecute the action vigorously on behalf of the class).

## 2. The Settlement Satisfies Rule 23(b)(3)

In addition to meeting the conditions imposed by Rule 23(a), the parties seeking class certification must also show that the action is maintainable under Rule 23(b)(1), (2) or (3). *See Pulaski & Middleman, LLC v. Google, Inc.*, 802 F.3d 979, 985 (9th Cir. 2015).

The Rule 23(b) factors are the same under the Montana Rules as the Federal Rules. Here, the Settlement Class is maintainable under Rule 23(b)(3), as common questions predominate over any questions affecting only individual members and class resolution is superior to other available methods for a fair and efficient resolution of the controversy. *Id.* Plaintiffs' claims depend, first and foremost, on whether Defendant used reasonable data security to protect consumers' PII/PHI that was provided to Defendant. That question can be resolved using the same evidence for all Settlement Class Members, and thus is precisely the type of predominant question that makes a class-wide adjudication worthwhile. *See Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016) ("When 'one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3) . . . .").

Importantly, the predominance analysis in the settlement context need not consider manageability issues because "the proposal is that there be no trial," and hence manageability considerations are no hurdle to certification for purposes of settlement. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). There is only the predominant issue of whether Defendant had a duty to exercise reasonable care in safeguarding, securing, and protecting the PII/PHI of Plaintiffs and the Settlement Class, and whether Defendant breached that duty. *See In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 312-15 (N.D. Cal. 2018) (finding predominance was satisfied because "Plaintiffs' case for liability depend[ed], first and foremost, on whether [the defendant] used reasonable data security to protect Plaintiffs' personal information," such that "the

claims rise or fall on whether [the defendant] properly secured the stolen personal information,” and that these issues predominated over “potential individual issues based on state-law violations”). Resolution of that issue through individual actions is impracticable: the amount in dispute for individual class members is too small, the technical issues involved are too complex, and the required expert testimony and document review too costly. *See Just Film*, 847 F.3d at 1123. Rather, the class device is the superior method of adjudicating consumer claims arising from the Data Breach—just as in other data breach cases where class-wide settlements have been approved. *See, e.g., In re Yahoo! Inc. Cust. Data Sec. Breach Litig.*, No. 5:16-md-02752-LHK (N.D. Cal. July 20, 2019); *Parsons v. Kimpton Hotel & Rest. Group, LLC*, No. 3:16-cv-05387-VC (N.D. Cal. Jan. 9, 2019); *In re Anthem*, 327 F.R.D. at 316-17; *In re LinkedIn User Privacy Litig.*, 309 F.R.D. 573, 585 (N.D. Cal. 2015).

### **3. The Settlement Is Fair, Reasonable, Adequate, and Satisfies Rule 23(e)**

Under Rule 23(e), the settlement, taken as a whole, must be fundamentally fair, adequate, and reasonable to the Class. *See Staton*, 327 F.3d at 952. A settlement is fair, adequate, and reasonable, and merits final approval, when “the interests of the class as a whole are better served by the settlement than by further litigation.” *Garner v. State Farm Mut. Auto. Ins. Co.*, No. CV 08 1365 CW (EMC), 2010 WL 1687832, at \*8 (N.D. Cal. April 22, 2010) (quoting Manual for Complex Litigation (Fourth) § 21.61).

When evaluating the fairness, adequacy and reasonableness of a proposed settlement, a district court’s discretion is guided by consideration of some or all of the following factors: (i) the strength of the plaintiffs’ case; (ii) the risk, expense, complexity, and likely duration of further litigation; (iii) the risk of maintaining class action status throughout the trial; (iv) the amount offered in settlement; (v) the extent of discovery completed and the stage of the proceedings; (vi)

the experience and views of counsel, and (vii) the reaction of class members to the proposed settlement. *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011). Consideration of these factors weighs in favor of granting final settlement approval.

**a. The Strength of Plaintiffs' Case**

“The stage of the proceedings at which a settlement is achieved is evaluated to ensure that Plaintiff had access to sufficient information to adequately evaluate the merits of the case and weigh the benefits of settlement against further litigation.” *Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1324 (S.D. Fla. 2005) (citations omitted). In addition, “[e]arly settlements are favored” such that “vast formal discovery need not be taken.” *Saccoccio v. JP Morgan Chase Bank, N.A.*, 297 F.R.D. 683, 694 (S.D. Fla. 2014) (citations omitted).

While the parties settled before Plaintiffs’ putative class was certified, the parties had sufficient information to adequately evaluate the merits of the case. The parties exchanged significant information in conjunction with settlement negotiations that included the class size and demographics, information regarding the technical aspects of the breach, discovery of the breach, and duration of the breach. Counsel Decl. ¶¶ 6-8.

Additionally, Class Counsel relied on their experience presenting expert evidence and litigating the key legal issues in other major data breach cases to assist in evaluating the merits of this case. *Id.* ¶ 32. As recognized in other cases, “[i]nformation obtained from other cases may be used to assist in evaluating the merits of a proposed settlement of a different case.” *Lipuma*, 406 F. Supp. 2d at 1325. Accordingly, Plaintiffs and Class Counsel had more than sufficient information available to weigh the benefits of the Settlement against further litigation. *See, e.g., Gonzalez v. TCR Sports Broad. Holding, LLP*, No. 1:18-cv-20048-DPG, 2019 WL 2249941, at \*5 (S.D. Fla. May 24, 2019) (finding that “the early settlement reached between the parties and the

extent to which the parties were informed about the merits of their claims and defenses weighs in favor of approving the Settlement Agreement”).

Data breach cases present novel legal issues and, from the plaintiff’s side of data breach litigation, are fraught with risk. As set forth above, Class Counsel further took into consideration Defendant’s wasting insurance policy and the fact that as litigation progressed, there would be less insurance proceeds available to recover against for the benefit of Class Members. Counsel Decl. ¶ 33. The claims presented were extremely technical, and thus the strengths of Plaintiffs’ case weighs in favor of approving the Settlement. *Id.*

**b. The Risk, Expense, Complexity, and Likely Duration of Further Litigation**

This factor overwhelmingly weighs in favor of final approval. Data breach class actions are highly complex, novel, and risky cases. *See, e.g., In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2800-TWT, 2020 WL 256132, at \*\*32-33 (N.D. Ga. Mar. 17, 2020) (recognizing the complexity and novelty of issues in data breach class actions). This case is no exception to that rule.

Had this case not settled, Defendant would have continued to vigorously defend both on the merits and as to the propriety of the class action procedure. Were litigation to proceed, there would be numerous expert reports and costly depositions, which would present significant expenses. It is also not certain that the Court would approve Plaintiffs’ damages theory and certify the class. As in any data breach class action, establishing causation and damages on a class-wide basis is largely uncharted territory and full of uncertainty.

While Plaintiffs and their counsel believe in the strengths of the claims in this case, there is always the risk that Plaintiffs would have recovered nothing for the class at trial. And even if

they were to obtain a favorable verdict, there would likely be no means to recover on that verdict because insurance proceeds would be entirely exhausted by that point.

The Settlement is a prudent course in view of these and other risks, and it strikes an appropriate balance that fairly accounts for these risks by providing Class Members with a guaranteed and immediate recovery. Counsel Decl. ¶ 34.

**c. The Risk of Maintaining Class Action Status Through Trial**

Plaintiffs' case is still in the pleading stage, and the parties have not briefed class certification in this action. Class certification presents substantial risk, particularly given that different types of information were affected for different class members. Data breach law is developing such that, even if Plaintiffs obtained class certification, there is no guarantee that the class action status would be maintained. Logan Health would likely seek a Rule 23(f) appeal of any decision by the Court granting class certification, resulting in additional delay to Class Members.

Where there is a “substantial risk that Plaintiff would not be able to obtain and maintain class certification. . . [t]his factor weighs in favor of approval.” *Browning v. Yahoo! Inc.*, No. C04-01463-HRL, 2007 WL 4105971, at \*11 (N.D. Cal. Nov. 16, 2007); *Ko v. Natura Pet Prods., Inc.*, No. C09-02619-SBA, 2012 WL 3945541, at \*4 (N.D. Cal. Sept. 10, 2012) (“[g]iven the difficulties and risks in obtaining and maintaining class certification . . . the Court finds that this factor weighs in favor of approving the settlement”). The significant risk of obtaining and maintaining class certification in this case supports preliminary approval.

**d. The Amount Offered in Settlement**

The \$4.3 million non-reversionary Settlement Fund is an excellent result for the Class. With this fund, all Class Members will be eligible for a Settlement benefit. SA ¶¶ 51-58. In addition

to payment for Settlement benefits, the Settlement Fund will be applied to pay all Administrative Expenses, Notice Expenses, the taxes to the Settlement Fund, any Service Awards, and any payment of a Fee Award and Costs. *Id.* ¶ 49. Any funds remaining in the Net Settlement Fund after distribution(s) to Class Members will be distributed in subsequent pro rata payments to Class Members, unless economically prohibitive in which case the residual will be distributed to the Montana Justice Foundation as required by Montana Rule 23. *Id.* ¶ 62.

Based on the size of the breach and per-capita figures (*see* table below), the Settlement presents a robust relief package and valuable outcome for the Class compared to other recent data breach class action settlements. Furthermore, Plaintiffs successfully obtained substantive and meaningful injunctive relief as part of this Settlement. *See e.g., Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1114 (9th Cir. 2020) (inclusion of “enhanced disclosures and practices changes” in settlement agreement).

The chart below demonstrates the quality of this Settlement as compared to other data breach settlements (on a per capita basis per class member), and that the per capita amount here is at the highest end of the range of approved data breach common fund settlements:

| <b>Case Title</b>   | <b>No. of Class Members</b> | <b>Settlement Fund</b> | <b>Amount Per Class Member</b> | <b>Credit Monitoring</b>      |
|---|-----------------------------|------------------------|--------------------------------|-------------------------------|
| <i>Tafelski, et al. v. Logan Health</i>                               | 202,677                     | \$4.3M                 | \$21.22                        | 3 years                       |
| <i>In re Target Corp. Customer Data Breach Security Litigation</i>    | 97.5M                       | \$10M                  | \$0.10                         | Documented Cost Reimbursement |
| <i>In re LinkedIn User Privacy Litig.</i>                             | 6.4M                        | \$1.25M                | \$0.20                         | N/A                           |
| <i>In re The Home Depot Inc. Customer Data Security Breach Litig.</i> | 61M                         | \$13M                  | \$0.21                         | 18 Months                     |
| <i>Adlouni v. UCLA Health Systems Auxiliary, et al.</i>               | 4.5M                        | \$2M                   | \$0.44                         | 2 years                       |



|  |         |          |        |         |
|--|---------|----------|--------|---------|
| <i>In re Yahoo! Inc. Customer Data Breach Litigation</i>                 | 194M    | \$117.5M | \$0.61 | 2 years |
| <i>Atkinson v. Minted, Inc.</i>  | 4.1M    | \$5M     | \$1.22 | 2 years |
| <i>Cochran et al. v. The Kroger Co.</i>                                  | 3.82M   | \$5M     | \$1.31 | 2 years |
| <i>In re Experian Data Breach Litigation</i>                             | 16M     | \$22M    | \$1.37 | 2 years |
| <i>In re Anthem, Inc. Data Breach Litigation</i>                         | 79.2M   | \$115M   | \$1.45 | 2 years |
| <i>In re Equifax Inc. Data Security Breach Litigation</i>                | > 147M  | \$380.5M | \$2.59 | 4 years |
| <i>In re Premera Blue Cross Customer Data Security Breach Litigation</i> | 8.86M   | \$32M    | \$3.61 | 2 years |
| <i>Winstead v. ComplyRight, Inc.</i>                                     | 665,689 | \$3.025M | \$4.54 | 2 years |

This factor strongly supports preliminary approval of the Settlement.

**e. The Extent of Discovery Completed and the Stage of the Proceedings**

The Settlement is the product of diligent efforts and negotiations by the parties and their counsel. Counsel Decl. ¶¶ 15-24. The parties’ participation in informal confirmatory discovery procedures as described herein ensured “that counsel had a good grasp on the merits of their case before settlement talks began.” *Rodriguez*, 563 F.3d at 967. As discussed herein and in the granted preliminary approval motion, the parties have participated in informal confirmatory discovery. Plaintiffs requested, received, and reviewed information from Logan Health in connection with mediation and settlement negotiations. Logan Health also has a motion to dismiss pending before this Court. Plaintiffs have expended significant efforts researching an opposition to Defendant’s motion and continued their factual investigation of the Data Security Incident in anticipation of discovery. *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 587-89 (N.D. Ill. 2011) (factor satisfied where parties engaged in informal discovery, plaintiff’s counsel conducted research to

evaluate his claims, defendant was required to provide confirmatory discovery, and defendant had filed a motion to dismiss “suggesting the parties began the litigation in an adversarial posture”); Counsel Decl. ¶ 6.

This factor provides additional support for approval, as it indicates “that the Parties exchanged sufficient information to make an informed decision about settlement.” *Bellows v. NCO Fin. Sys., Inc.*, No. 3:07-cv-01413-W-AJB, 2008 WL 5458986, at \*8 (S.D. Cal. Dec. 10, 2008). The Settlement came at a critical juncture in the litigation, before litigation risks, efforts, and costs would truly begin to increase. Counsel Decl. ¶ 34. Thus, this factor weighs in favor of approval.

#### **f. The Experience and Views of Counsel**

It is important for the Court to give “thorough consideration” to the “experience and views of counsel” who propose a class action settlement. *Churchill Village, LLC v. Gen. Elec.*, 361 F.3d 566, 576–77 (9th Cir. 2004). Because “[p]arties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party’s expected outcome in litigation,” the Court should “weigh this factor in favor of approval.” *Rodriguez*, 563 F.3d at 967 (quoting *In re Pac. Enters. Sec. Litig.*, 47 F.3d at 378). Indeed, “the fact that experienced counsel involved in the case approved the settlement after hard-fought negotiations is entitled to considerable weight.” *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980) (citation omitted), *aff’d*, 661 F.2d 939 (9th Cir. 1981).

Here, all parties are represented by counsel with significant experience in complex litigation and particular experience with data breach class actions. *See generally* Counsel Decl. submitted in support of Motion for Prelim. App. Class Counsel opines, based on their extensive relevant experience, that the Settlement Agreement is fundamentally fair, reasonable, and adequate. *Id.* ¶ 15. This view “should be given a presumption of reasonableness” because

“[a]ttorneys, having an intimate familiarity with a lawsuit . . . are in the best position to evaluate the action, and the Court should not without good cause substitute its judgment for theirs.” *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 622 (N.D. Cal. 1979) (internal citation omitted).

**g. The Reaction of Class Members to the Proposed Settlement**

As stated above, that direct notices were sent to approximately 92.54% of Settlement Class Members, along with the added benefit of the Settlement Website and contact information to extend that reach, resulted in a Notice Program complies with Montana Rule 23 and due process. Tran Decl. ¶¶ 11-13.

As of February 15, 2023, 6,017 Class Members have filed claims, six have elected to opt out (less than 0.003%), and one objection was filed. *Id.* ¶¶ 15-18. The current 2.9% claims rate is outstanding and demonstrates highly positive reaction by the Class to the Settlement. These results compare favorably with other data breach and class action settlements nationally. *See, e.g., Banner Health Data Breach Litig.*, No. 2:16-cv-02696-PHX-SRB, ECF No. 195 at 1 (D. Ariz. Dec. 5, 2019) (approving settlement with approximate 1.3% claims rate); *In re Experian Data Breach Litig.*, No. 8:15-cv-01592-AG, ECF No. 309 at 17 (C.D. Cal. 2018) (approving settlement with approximate 2.91% claims rate); *In re Anthem*, 327 F.R.D. 299, 320–21 (N.D. Cal. 2018) (approving settlement with approximate 1.7% claims rate and 405 opt-outs, amounting to 0.005% of the class); *Hall v. Bank of America, N.A.*, No. 1:12-cv-22700-FAM, 2014 WL 7184039, at \*5 (S.D. Fla. Dec. 17, 2014) (where objections from settlement class amounting to 0.0016% of the class “overwhelmingly” supported the reasonableness and fairness of the settlement).

As the claims deadline is April 3, 2023, it is anticipated that this claims rate will increase significantly, further signaling the excellence of the Settlement. Tran Decl. ¶ 16.

For all of the foregoing reasons the Court should grant final approval of the Settlement as fair, reasonable, and adequate under Rule 23.

**C. The Court Should Appoint Plaintiffs as Class Representatives and Grant Final Approval of the Service Awards**

Service awards to the named plaintiffs are typical in class action cases and are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and—sometimes—to recognize their willingness to act as a private attorney general. *See, e.g., Rodriguez*, 563 F.3d at 958–59. Service awards are generally sought after a settlement or verdict has been achieved. *Id.* at 958.

Class Counsel request Class Representative Service Awards of \$3,500 each in recognition of their services in this case to be paid from the Settlement Fund. The requested awards are about 0.8% of the settlement fund and are the same as those previously approved by Judge Best in the Kalispell data breach. *Henderson*, No. CDV-19-0761, Jan. 8, 2021 Order and Judgment, attached hereto as **Exhibit D**, at 6.

The Settlement would not have been possible without the time and effort of each of the Class Representatives, who stepped forward on behalf of other Class Members, accepting the risk of negative publicity and the responsibility of cooperating in the litigation. Counsel Decl. ¶ 35. Without these individuals’ investment of time, and their courage to step forward and vindicate the Class’s rights, the Class would not have obtained the substantial relief offered by the Settlement. *Id.* ¶ 36. Class Counsel submit that the requested Service Awards are reasonable and should be approved. *Id.* ¶ 37.

**D. The Court Should Grant Final Approval of the Requested Attorneys’ Fees and Expenses**

As stated above, on January 10, 2023, Plaintiffs filed the Fee Motion seeking attorneys’ fees and expenses in the amount of \$1,456,667.12. As of this filing, there has been one objection

to the entitlement to or amount of attorneys' fees and expenses that Plaintiffs seek. The high level of Class Member participation in the Settlement and the fact that only one objection was filed to the Settlement—inclusive of the fee and expense request—is a strong indicator that the attorneys' fees and expenses should be approved. As set forth in the Fee Motion, additional legal bases that courts analyze also strongly favor final approval of the attorneys' fees and expenses.

### **1. The Percentage-of-the-Recovery Analysis Is Appropriate**

As discussed at length in the Fee Motion, at 7-9, Class Counsel submit that the Court should use the standard percentage-of-the-fund method to determine the award of attorney's fees in this action, and request a fee of 1/3 of the common fund- the percentage agreed to by the class representatives and consistently approved by courts- as fair and reasonable in this case.

Class Counsel's request for 1/3 of the Settlement Fund is not only fair and reasonable, but also the norm for common fund cases in Montana. *See, e.g., Henderson*, No. CDV-19-0761 (Judge Best awarding 1/3 of \$4.2 million common fund as reasonable fee); *Sones v. Rimrock Engineering, Inc.*, No. DV 19-0575 (Thirteenth Jud. Dist. Ct. 2020) (Judge Todd awarding 1/3 of \$3.45 million common fund as reasonable fees); *Hageman v. AT&T Mobility*, No. CV-13-50-DLC-RWA (Magistrate Judge Anderson awarding 1/3 of \$45 million fund as reasonable fees).

### **2. The Factors Considered in Determining Reasonable Attorneys' Fees Support Class Counsel's Fee Request**

The Montana Supreme Court has articulated the following nonexclusive factors typically used to determine a reasonable fee award under the percentage of the recovery calculation: (i) The novelty and difficulty of the legal and factual issues involved; (ii) The time and labor required to perform the legal service properly; (iii) The character and importance of the litigation; (iv) The result secured by the attorney; (v) The experience, skill, and reputation of the attorney; (vi) The fees customarily charged for similar legal services at the time and place where the services were

rendered; (vii) The ability of the client to pay for the legal services rendered; and (viii) The risk of no recovery. *See Gendron v. Montana Univ. Sys.*, 461 P.3d 115, 120 (Mont. 2020).

Plaintiffs and Class Counsel incorporate by reference the Fee Motion, with specific attention to pages 10-18. There Plaintiffs establish that all of the foregoing factors support the requested fees. Accordingly, the Court should grant the Fee Motion and award the requested 1/3 fee, i.e., \$1,433,333.

### **3. The Requested Litigation Expenses Are Reasonable**

Rule 23 further provides for reimbursement of incurred costs and expenses to Class Counsel from a common fund settlement. *See, e.g., Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (citation omitted) (finding that an attorney is entitled to “recover as part of the award of attorneys’ fees those out-of-pocket expenses that would normally be charged to a fee-paying client.”). Here, Class Counsel are also permitted to seek that additional recovery under the Settlement Agreement. *See* SA ¶ 91 (permitting recovery of up to \$150,000 for costs and expenses in addition to attorneys’ fees). In the Fee Motion, Class Counsel requested payment of \$23,334.12 as reimbursement for reasonable litigation expenses incurred by Class Counsel in connection with this litigation, which were incurred for the benefit of the Class. Counsel Decl. ¶ 38. Plaintiffs incurred only those expenses that were reasonably necessary for the advancement and successful prosecution and resolution of this matter, and the amount of expenses sought is far less than the permissible amount under the Settlement. *Id.*; SA ¶ 91.

## **V. THE COURT SHOULD OVERRULE THE SINGLE OBJECTION BECAUSE IT IS MERITLESS**

Mark Johnson and Tammi Fisher (“Objectors”) filed the only objection in this case. The Objection takes no issue as to the terms of the Settlement, but focus only on Class Counsel’s fees. With respect to the fee request, the Objection makes four arguments: 1) the requested attorneys’

fees are a “windfall”; 2) the requested fees should not be granted because Class Counsel does not provide detailed billing records; 3) the percentage of the recovery approach to fees should not apply because Class Counsel does not satisfy the *Gendron* factors; and 4) the Settlement suggests collusion because of the requested fees.

Putting aside that Objectors are the only individuals out of a Class comprised of just over 200,000 people who voiced this “concern,” each of Objectors’ arguments are meritless.

**A. Class Counsel Worked Diligently, For Nearly A Year, to Bring This Case to a Successful Conclusion**

The Objectors claim that Class Counsel have spent “only a few weeks” and no more than 300 hours achieving the excellent results in this case. But the complaints comprising this consolidated action were filed in early March 2022. So as of the date of this motion, it has been a few weeks short of a year since this litigation commenced. Objector’s claims are not supported by any evidence and are baseless.

Class Counsel have worked diligently on behalf of the Class during this entire period, including through efficient self-organization of the competing cases, pre-mediation informal discovery, the all-day mediation, and the rigorous settlement negotiations that followed over a period of months; all of which resulted in the Settlement and its exhibits, the Notice Program, designation of a Settlement Administrator after competitive bidding, and post preliminary approval supervision of the notice and claims process. The suggestion that Class Counsel have put, at most, “a few weeks” of work into this matter is obviously false and belied by the timeline of this litigation and the Settlement, and should be rejected out of hand. Class Counsel’s expenditure of time and resources also will continue through final approval in this litigation.

**B. Class Counsel Achieved an Extraordinary Outcome with the Settlement and Fully Earned the Requested Fee Award**

The Objectors also speculate that the results achieved here were neither novel nor difficult. But this is belied by reality. Data breach cases are inherently complex and present novel issues of fact and law, as discussed herein and in the Fee Motion. *See* Fee Motion, at 10-11. Further, as discussed *supra*, the per capita recovery here (over \$21 per class member) is higher than the recovery seen in most notable major data breach class action settlements. To state that Class Counsel did not achieve an excellent result here ignores the result and lacks integrity.

The Objectors then suggest that fee recoveries of one-third in Cascade County are not “customary.” Yet they provide no authority in support of that argument, while ignoring the cases that Class Counsel cited in the granted preliminary approval motion and the Fee Motion that state the opposite. *See* Fee Motion, at 7-9. Montana courts routinely award attorneys’ fee requests for 1/3 of a common fund in class action settlements without resort to lodestar. *See, e.g., Henderson*, No. CDV-19-0761 (Judge Best awarding 1/3 of \$4.2 million common fund as reasonable fee); *Sones*, No. DV 19-0575 (Thirteenth Jud. Dist. Ct. 2020) (Judge Todd awarding 1/3 of \$3.45 million common fund as reasonable fees); *Hageman*, No. CV-13-50-DLC-RWA (Magistrate Judge Anderson awarding 1/3 of \$45 million fund as reasonable fees); *see also Moreno v. Pretium Packaging, L.L.C.*, No. 8:19-CV-02500-SB-DFM, 2021 WL 3673845, at \*2 (C.D. Cal. Aug. 6, 2021) (1/3 fee award); *Andrade v. Beacon Sales Acquisition, Inc.*, No. 219CV06963MCSRAO, 2021 WL 4721988, at \*3 (C.D. Cal. May 24, 2021) (same); *Greer v Dick’s Sporting Goods, Inc.*, No. 215CV01063KJMCKD, 2020 WL 5535399, at \*8 (E.D. Cal. Sept. 15, 2020) (same).

Class Counsel has substantiated their requested fees by demonstrating satisfaction of the *Gendron* factors applicable to attorney fee requests. *See* Section IV.D.2, *supra* (discussion of *Gendron* factors); *see also* Fee Motion, 10-18 (detailed discussion of *Gendron* factors as weighing



in favor of the fee request). The Court may award the requested 1/3 fee based upon this analysis and application of the percentage of the recovery approach without review of lodestar.<sup>1</sup>

Objectors attempt to support their attack on the fee request with vitriol and mudslinging at one of the Class Counsel, Mr. Yanchunis. They suggest that Mr. Yanchunis' time is untrustworthy. Mr. Yanchunis has been appointed as either lead or co-lead counsel to some of the nation's largest data breach and class action cases. In the last year alone, Mr. Yanchunis and the attorneys he oversees in the class action department at Morgan & Morgan have had their detailed billing records reviewed by judges across the country, resulting in approval of the fees requested. *See, e.g., Stoll, et al v. Musculoskeletal Institute*, No. 8:20-cv-01798-CEH-AAS, ECF No. 104 (M.D. Fla. July 27, 2022) (reviewing detailed billing records and finding that they "demonstrate the effort made to prosecute and settle this action" and finding that Mr. Yanchunis and his team have "extensive experience and knowledge in complex litigation" supporting a fee award with a positive multiplier); *Brown, et al v. Google LLC*, No. 4:20-cv-03664-YGR-SVK, ECF No. 631 (N.D. Cal.) (reviewing detailed billing records and finding that they supported an award of \$971,715.09 in fees and costs for successfully seeking and securing sanctions against Google in a substantial privacy case concerning the privacy of tens of millions of Americans).

In attacking Mr. Yanchunis, Objectors insinuate inappropriate billing practices and attempts at reverse auctions by the law firm of Ahdoot & Wolfson, PC ("Ahdoot Wolfson") in previous litigation. Objection at 2, 21. Putting aside that Mr. Yanchunis's attacks on Ahdoot Wolfson in the *Kroger* and *Flagstar* matters were rejected by the Court, Ahdoot Wolfson denies any explicit or implicit allegations concerning the firm's billing practices or that the firm engages

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<sup>1</sup> Notwithstanding this point, Class Counsel is willing to make their respective firms' lodestar available upon the Court's request for *in camera* review.

in “reverse auctions.” The firm has *never* been reprimanded or criticized by any Court for time and billing practices in any of the firm’s voluminous class settlements during its 25-year history. Counsel Decl. ¶ 39. Indeed, Objector could point to none. The *Flagstar* and *Kroger* data breach litigations Objectors reference are no exception. In both of those cases, Mr. Yanchunis arguments were rejected and his requests denied. *See, e.g., Cochran, et al. v. The Kroger Co., et al.*, No. 5:21-cv-01887-EJD, ECF No. 115 (N.D. Cal.) (granting final approval of nationwide settlement that provided \$5 million non-reversionary fund). Further, Ahdoot Wolfson, though unjustly maligned, still cooperated with Mr. Yanchunis in the self-organization of the various counsel who filed competing class actions against Defendant.

**C. The Gendron Factors Support the Percentage of the Recovery Approach**

Class Counsel also has directed the Court to case law in Montana and elsewhere in the Ninth Circuit supporting application of a percentage of the recovery approach to fee awards in class action common fund settlements. *See* Section IV.D.1, *supra*; Fee Motion at 7-9. Objectors attempt to undermine the well-accepted application of the percentage of the recovery approach here by addressing each of the *Gendron* factors. *See* Objection at 16-24. For all of the reasons set forth in Plaintiffs’ Fee Motion at pages 10-18, and as discussed in Section IV.D.2 *supra*, all of the *Gendron* factors support the requested fee award. Objectors attempt to besmirch Class Counsel and the excellent Settlement benefits here through their own (unsupported) analysis of the *Gendron* factors should not be given any weight.

**D. There Was No Collusion Through the Settlement Process**

Objectors’ final attempt to undermine the fee request is a suggestion of collusion during the settlement, specifically with respect to the requested fees. This accusation is wholly unfounded and Objectors offer no evidence of any collusion.

The parties mediated this matter before a well-respected mediator, Judge Louis Meisinger (Ret.) of Signature Resolution. Counsel Decl. ¶¶ 7-9. The involvement of Judge Meisinger, a respected and experienced class action mediator, in the settlement process confirms the absence of collusion. *G. F. v. Contra Costa Cty.*, No. 13-cv-03667- MEJ, 2015 WL 4606078, at \*13 (N.D. Cal. July 30, 2015) (“[T]he assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive.”) (internal quotation marks and citation omitted).

The mutually-accepted mediator’s proposal that culminated in a Settlement is further evidence that Judge Meisinger believed the amount of the common fund (and the Settlement as a whole) to be fair, reasonable, and adequate. Further, Class Counsel—a collective group with extensive experience in leading major data breach class actions—have opined that the Settlement is fair, reasonable, adequate. Counsel Decl. ¶¶ 15, 27. The Court may rely upon such experienced counsel’s judgment in assessing the fairness of the Settlement. *See, e.g., Nelson v. Mead Johnson & Johnson Co.*, 484 F. App’x 429, 434 (11th Cir. 2012) (“Absent fraud, collusion, or the like, the district court should be hesitant to substitute its own judgment for that of counsel.”) (citation and quotation marks omitted).

In sum, the Objectors’ discontent with the supported fee request does not form a valid basis for denying final settlement approval or the requested attorneys’ fees. The Court should overrule the Objection.

## **VI. CONCLUSION**

For all these reasons, Class Counsel respectfully request that the Court: (1) grant this motion for final approval of the Class Action Settlement Agreement; (2) grant final approval of the notice plan as satisfying Montana Rule 23 and the requirements of due process; (3) grant final certification of the Settlement Class; (4) appointment of CPT Group, Inc. as the Notice and Claims

Administrator; (5) appoint John Heenan of Heenan & Cook, Andrew W. Ferich of Ahdoot & Wolfson, PC, David R. Paoli of the Paoli Law Firm, P.C., and John A. Yanchunis of Morgan & Morgan as Class Counsel; (6) appoint of Plaintiffs as Class Representatives for the Settlement Class; (7) overrule the sole objection filed in response to the Settlement; (8) grant Plaintiffs' Fee Motion and grant (a) the Class Representative Service Awards of \$3,500 per Class Representative, (b) the attorneys' fee request in the amount of \$1,433,333, and (c) the litigation expense reimbursement request in the amount of \$23,334.12; and (9) enter final judgment. A proposed Final Order and Final Judgment are submitted herewith.

Dated: February 16, 2023

Respectfully submitted,

**HEENAN & COOK**

*/s/ John Heenan*

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John Heenan  
1631 Zimmerman Trail  
Billings, MT 59102  
Telephone: (406) 839-9091  
Facsimile: (406) 839-9092  
john@lawmontana.com

**AHDOOT & WOLFSON, PC**

Andrew Ferich (*pro hac vice*)  
201 King of Prussia Road, Suite 650  
Radnor, PA 19087  
Telephone: (310) 474-9111  
Facsimile: (310) 474-8585  
aferich@ahdootwolfson.com

**PAOLI LAW FIRM, P.C.**

David R. Paoli  
257 W. Front St., Suite A  
Missoula, MT 59802  
Telephone: (406) 542-3330  
Facsimile: (406) 542-3332  
davidpaoli@paoli-law.com

**MORGAN & MORGAN**  
**COMPLEX LITIGATION GROUP**  
John A. Yanchunis (*pro hac vice*)  
201 North Franklin Street, 7th Floor  
Tampa, FL 33602  
Telephone: (813) 223-5505  
jyanchunis@forthepeople.com

*Attorneys for Plaintiff*

**CERTIFICATE OF SERVICE**

I hereby certify that I served the foregoing by email and U.S. mail on February 16, 2023:

Gary M. Zadick  
UGRIN ALEXANDER ZADICK, P.C.  
#2 Railroad Square, Suite B  
P.O. Box 1746  
Great Falls, MT 59403  
[gmz@uazh.com](mailto:gmz@uazh.com)

Matthew G. Monforton  
Monforton Law Offices, P.C.  
32 Kelly Court  
Bozeman, MT 59718  
[matthewmonforton@yahoo.com](mailto:matthewmonforton@yahoo.com)

/s/ Kari Lahey \_\_\_\_\_  
Kari Lahey, Paralegal  
HEENAN & COOK

# **Exhibit A**



reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes that: a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; b) there are issues of law and fact that are common to the Settlement Class; c) the claims of the Settlement Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; d) the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; e) questions of law or fact common to Settlement Class members predominate over any questions affecting only individual members; and f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that the Plaintiffs satisfy the requirements of Rule 23(a)(4) and should be appointed as the Settlement Class Representatives. Additionally, the Court finds that the attorneys previously appointed by the Court as Interim Co-Lead Counsel pursuant to Rule 23(g)(3), John Heenan of Heenan & Cook, Andrew W. Ferich of Ahdoot & Wolfson, PC, David Paoli of Paoli & Leisher, PC., and John A. Yanchunis of Morgan & Morgan Complex Litigation Group, satisfy the requirements of Rule 23(a)(4) and Rule 23(g) and be appointed as Settlement Class Counsel pursuant to Rule 23(g).

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the



Settlement is fair, reasonable, and adequate, and warrants providing notice of Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits to the Settlement Class, the specific risks faced by the Settlement Class in prevailing on Plaintiffs' claims, the stage of the proceedings at which the Settlement was reached, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, and all of the other factors required by Rule 23.

4. **Jurisdiction.** The Court has jurisdiction over the parties, the class certify herein and the subject matter of this litigation.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on March 9, 2023, at 9:00 a.m. via Zoom (instructions attached)

, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to Rule 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable and adequate, and finally approved pursuant to Rule 23(e); (c) this consolidated action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of attorneys' fees, costs, and expenses should be approved pursuant to Rule 23(h); and (e) the application of the Settlement Class Representatives for service awards should be approved.

6. **Settlement Administrator.** The Court appoints CPT Group as the Settlement Administrator, with responsibility for class notice and claims administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid from the Settlement Fund pursuant to the Settlement Agreement.

7. **Notice.** The proposed method for providing notice set forth in the Settlement Agreement and the Class Notice and Claim Forms attached to the Settlement Agreement are hereby approved. Non-material modifications to these Exhibits may be made with approval by the parties but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving notice to the Settlement Class as described in the Settlement Agreement and exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including Rule of Civil Procedure 23(c) and (e), and due process, including the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by class members.

The Settlement Administrator is directed to carry out the Notice Plan in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written request for exclusion to the Settlement Administrator at the address and in the manner provided in the Notice. Such requests for exclusions must meet the opt-out deadline established by this Order and stated in the Notice.

A request for exclusion must be in writing and: (a) state the name of this proceeding

(*Tafelski, et al. v. Logan Health Medical Center*, or similar identifying language sufficient to identify this action); (b) state the name and current address of the Settlement Class Member seeking exclusion; (c) state “Request for Exclusion” or words communicating the person’s request for exclusion from the Settlement Class; and (d) must be physically, personally signed by the Settlement Class Member.

A request for exclusion that does not include the foregoing information, or that is sent to an address other than the one designated in the Notice, or that is not received within the specified time shall be invalid and the Settlement Class Member serving such a request shall, if the Final Approval Order and Judgment is entered, be considered a Settlement Class Member and shall be bound by any judgment entered herein with respect to the Settlement Class.

The Settlement Administrator shall forward a list of all requests for exclusion to Class Counsel and to Logan Health’s Counsel within 7 days of the Opt-Out Deadline.

If the Final Approval Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written request for exclusion from the Settlement Class shall be bound by all subsequent proceedings, orders, and judgments in this action, including but not limited to the Release set forth in the Final Approval Order and Judgment. Settlement Class Members who submit valid and timely requests for exclusion shall not be entitled to receive any benefits from the Settlement.

10. **Objections and Appearances.** Any Settlement Class Member may object to the Settlement, Class Counsel’s request for fees and expenses, or the request for service award payments to the Settlement Class Representatives; provided, however, that no Settlement Class Member shall be heard or entitled to contest such matters, unless the objection is: (a) electronically filed with the Court by the objection deadline set out below; or (b) mailed to the Settlement

Administrator and the address listed in the Notice and submitted online or postmarked by no later than the objection deadline set out below. For the objection to be considered by the Court, the objection must be in writing and include:

- (a) The name of this proceeding or similar identifying words such as “Logan Health Breach Lawsuit”);
- (b) The objector’s full name, current mailing address, and telephone number;
- (c) A statement of the specific grounds for the objection, as well as any documents supporting the objection;
- (d) A statement as to whether the objection applies only to the objector and the objector’s circumstances, to a specific subset of the class, or to the entire class;
- (e) the name and address of any attorneys representing the objector with respect to the objection;
- (f) A statement regarding whether the objector or his/her attorney intend to appear at the Final Approval Hearing; and
- (g) The signature of the objector or his/her attorney.

Any Settlement Class Member who fails to comply with the provisions in this Order will waive and forfeit any and all rights they may have to object, will have their objection stricken from the record, and will lose their rights to appeal from approval of the Settlement. Any such Settlement Class Member also shall be bound by shall be bound by all subsequent proceedings, orders, and judgments in this action, including but not limited to the Release set forth in the Final Approval Order and Judgment if entered.

11. **Claims Process.** The Settlement Agreement contemplates the establishment of a Settlement Fund and a claims process. Logan Health will pay \$4,300,000.00 to create a Settlement Fund that will be used to pay claims as determined by the Settlement Administrator, pay the costs of settlement administration, pay Class Counsel’s legal fees, costs, and litigation expenses as awarded by the Court, and pay Service Payments awarded to the Settlement Class Representatives

by the Court.

Settlement Class Representatives and Logan Health have created a process for Settlement Class Members to claim benefits under the Settlement, including reimbursement for out-of-pocket losses fairly traceable to the Data Breach, reimbursement for time spent remedying issues fairly traceable to the Data Breach, credit monitoring services, and alternative cash payments. The Court preliminarily approves this process and directs the Settlement Administrator to make the claim forms or their substantial equivalents available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a claim form shall do so in accordance with the requirement and procedures specified in the Class Notice and the claim forms. If the Final Approval Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the claim form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Judgment, including the release.

12. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before the Court entered this Order, if: a) the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or b) there is no Effective Date. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any

purpose whatsoever.

13. **Use of Order.** This Order shall be of no force or effect if the Final Approval Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Logan Health of any fault, wrongdoing, breach, or liability. Nor shall this Order be construed or used as an admission, concession, or declaration by or against any Settlement Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this litigation or in any other lawsuit.


14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

| <b>Event</b>   | <b>Timing</b>   |
|--|---|
| Deadline for Defendant to provide Settlement Class List to Settlement Administrator (SA ¶ 69)                    | Within 21 days after date of Preliminary Approval Order |
| Notice Deadline (SA ¶ 25)  | 30 days following Preliminary Approval Order            |
| Deadline for Class Counsel to file motion for attorneys' fees, costs, expenses and service awards (SA ¶¶ 89, 91) | At least 30 days before Opt-Out and Objection Deadline  |
| Objection Deadline (SA ¶ 27)   | 40 days after Notice Deadline                           |
| Opt-Out Deadline (SA ¶ 28)   | 40 days after Notice Deadline                           |

|   |  |
|---|--|
| Deadline for Plaintiffs to file motion for final approval of settlement and responses to any timely submitted Class member objections, which shall include a declaration from the Settlement Administrator confirming execution of and compliance with its obligations in the Settlement Agreement as of the date of the declaration and identifying all Settlement Class Members who submitted timely requests for exclusion | 21 days prior to Final Approval hearing                                      |
| Claims Deadline (SA ¶ 4)  | 90 days after Notice Deadline  |
| Final Approval Hearing  | No earlier than <b>70 days</b> after entry of the Preliminary Approval Order |

DONE AND ORDERED this 2nd day of December, 2022.

  
 \_\_\_\_\_  
 John W. Parker  
 District Court Judge

**CERTIFICATE OF MAILING**  
 This is to certify that the foregoing was  
 duly served by mail upon counsel of  
 record at their address this \_\_\_\_\_  
 day of Dec, 2022  
 TINA HENRY, CLERK OF COURT  
 By K. M. [Signature] DEPUTY

**INSTRUCTIONS FOR APPEARING IN COURT BEFORE THE  
HON. JOHN W. PARKER via ZOOM**

\*Please use the following information below to appear for your hearing.

\*Choose one of the following methods that works best for you.

**\*\*Please mute your device until your hearing on your matter is called by the Judge.\*\***

**Option 1:      Join Zoom Meeting**

Join Zoom Meeting <https://mt-gov.zoom.us/j/97303100789?pwd=UkluNGdXOEpoZ0pWQ28zNThRYXNzdz09>

Meeting ID: 973 0310 0789

Password: 7716566

**Option 2:      Dial by Telephone**

Dial by Telephone

+1 646 558 8656 or +1 406 444 9999

Meeting ID: 973 0310 0789

Password: 7716566

Find your local number: <https://mt-gov.zoom.us/j/97303100789>

**Option 3:      Join by (Polycom)**

Join by H.323 (Polycom)

162.255.37.11##97303100789

**Option 4:      Join by Skype for Business**

Join by Skype for Business <https://mt-gov.zoom.us/j/97303100789>

**Option 5:      Join by SIP**

Join by SIP

[97303100789@zoomcrc.com](mailto:97303100789@zoomcrc.com)



# **Exhibit B**



1 I, Katie Tran, declare as follows:

2 1. I am the Case Manager for CPT Group, Inc. (“CPT”), the Settlement Administrator  
3 jointly agreed upon by the Parties and approved by the Court for *Patricia Tafelski, et al. v. Logan*  
4 *Health Medical Center*. I have personal knowledge of the facts set forth in this declaration and, if  
5 called upon to testify, I could and would testify competently to such facts. I submit this declaration  
6 in support of Plaintiffs’ Motion for Final Approval of the Class Action Settlement.

7 2. CPT has extensive experience in providing notice of class actions and administering  
8 class action settlements. In the past 32-plus years, we have provided notification and/or settlement  
9 administration services in thousands of class action cases.

10 3. As the Settlement Administrator in this case, CPT was charged with the following:  
11 a. creating, administering, overseeing the Settlement Fund;  
12 b. obtaining the Settlement Class List for purpose of disseminating Notice to  
13 Settlement Class Members;  
14 c. providing Notice to Settlement Class Members via U.S. mail and email;  
15 d. establishing and maintaining the Settlement Website;  
16 e. establishing and maintaining a toll-free telephone line for Settlement Class  
17 Members to call with Settlement – related inquiries, and answering the  
18 questions of Settlement Class Members who call with or otherwise  
19 communicate such inquiries;  
20 f. responding to any mailed or emailed Settlement Class Member inquiries;  
21 g. reviewing, determining the validity of, and processing all Claims submitted by  
22 Settlement Class Members;  
23 h. receiving Requests for Exclusion and objections from Settlement Class Members  
24 and providing Class Counsel and Logan Health’s Counsel a copy thereof no later  
25 than three (3) days following the deadline for submission of the same;  
26 i. working with the provider of Credit Monitoring Services and Minor Monitoring  
27 Services to receive and send activation codes within thirty (30) days of the  
28 Effective Date;

- 1 j. after the Effective Date, processing and transmitting Settlement Payments to  
2 Settlement Class Members;
- 3 k. providing weekly or other periodic reports to Class Counsel and Logan Health’s  
4 Counsel;
- 5 l. in advance of the Final Approval Hearing, preparing a sworn declaration to  
6 submit to the Court; and
- 7 m. performing any function related to Settlement administration at the agreed-upon  
8 instruction of Class Counsel or Logan Health’s Counsel, including, but not  
9 limited to, verifying that Settlement Payments have been distributed.

10 **DATA ANALYSIS**

11 4. On December 19, 2022, CPT received data files containing the name, mailing  
12 address and email address information for Class Members. CPT then undertook to create a master  
13 list of Class Members for use in connection with class notice and settlement administration.

14 5. Upon receipt of the contact information for Class Members, CPT scrubbed the data  
15 to reduce duplicate records and assigned a unique mailing ID to be utilized throughout the settlement  
16 administration process.

17 6. CPT conducted a National Change of Address (NCOA) search to update the mailing  
18 addresses. The NCOA database provides updated addresses for an individual who has moved in the  
19 previous four years and notified the U.S Postal Service of their change of address. This process  
20 resulted in a master list of 202,677 Class Members (“Class List”).

21 **SETTLEMENT WEBSITE**

22 7. With input from the Parties, CPT designed the Settlement Website  
23 ([www.loganhealthsettlement.com](http://www.loganhealthsettlement.com)) which went live on January 3, 2023. The Settlement Website  
24 makes available copies of the Settlement Agreement, Plaintiffs’ Unopposed Motion for Preliminary  
25 Approval, Order Granting Preliminary Approval, Postcard Notice, Long Form Notice in English  
26 and Spanish, Claim Form in English and Spanish, and Plaintiffs’ Motion for Attorneys’ Fees,  
27 Expenses, and Service Awards and Brief in Support. The Settlement Website also includes a  
28 Frequently Asked Questions page and timeline, reflecting relevant dates and deadlines regarding

1 the Settlement. The Settlement Website was designed to enable Class Members to submit a claim  
2 electronically through the website. As the date of this declaration, in aggregate, there have been  
3 approximately 7,778 views of the website’s pages, and 6,886 unique visitors to the site.

4 8. A true and correct copy of the Long Form Class Notice and Claim Form (English  
5 and Spanish) posted to the Settlement Website are attached hereto as **Exhibit 1**.

6 **CASE SPECIFIC EMAIL ADDRESS**

7 9. CPT also established and has maintained a dedicated email address  
8 ([LoganHealthSettlement@cptgroup.com](mailto:LoganHealthSettlement@cptgroup.com)) which Class Members can use to communicate with CPT  
9 regarding the case. This case-specific email address was listed at the bottom of the Settlement  
10 Website. As of the date of this declaration, there have been 158 email submissions to the email  
11 address, all of which CPT promptly responded to.

12 **TOLL-FREE TELEPHONE NUMBER**

13 10. CPT has established and maintained a case-specific 24-hour, toll-free, IVR telephone  
14 support line (1-888-317-0380) which went live on January 3, 2023, to coincide with the live date of  
15 the Settlement Website. Through this number, callers were provided: (a) general and detailed  
16 information about the lawsuit and the Settlement; (b) FAQs and answers; and (c) the Settlement  
17 email address in the event they had additional questions. Callers were also provided the option to  
18 speak with live call center associates during normal business hours (Monday through Friday from  
19 9:00 a.m. to 5:30 p.m. PST). For calls received outside business hours, callers were provided the  
20 option of leaving a voicemail requesting that a live class member support representative return their  
21 call during normal business hours. This toll-free telephone number was listed at the bottom of the  
22 Settlement Website. As of the date of this declaration, there have been 1,329 calls to the case  
23 telephone support line.

24 **DIRECT NOTICE TO SETTLEMENT CLASS MEMBERS**

25 11. On January 3, 2023, the Summary Class Notice was mailed via U.S. First- Class mail  
26 to the addresses of 202,677 Class Members. Attached hereto as **Exhibit 2** is a true and correct copy  
27 of the Short Form Post Card Notice that was mailed.

28 12. Of the mailed Summary Class Notices, a total of 1,977 notices were forwarded by

1 the Post Office to the recipient’s new address, and 27,940 were returned by the Post Office to CPT  
2 as undeliverable and without forwarding addresses. For those Notices that were returned without  
3 forwarding addresses, CPT attempted to locate a current mailing address using databases for skip  
4 tracing. CPT was able to obtain new address information for 12,984 of the individuals whose initial  
5 mailing had been returned, and CPT promptly re-mailed Summary Class Notices to those new  
6 addresses. Ultimately, there were 15,126 Summary Class Notices deemed undeliverable.

7 13. As a result of the foregoing, CPT believes the Notice was successfully delivered to  
8 187,551 Class Members, which equates to a success rate of 92.54%.

9 14. The deadline for Class Members to submit a Claim is April 3, 2023. Upon receipt of  
10 each Claim form, CPT undertook to determine whether it was valid, invalid, or deficient.

11 15. As of the date of this declaration, a total of 6,017 Claims were received by CPT. Of  
12 those 6,017 Claims received by CPT:

13 a. There are 90 deficient Claim Forms. Of those, 38 are deficient because they did not  
14 include all the required information on the Claim Form, and 52 are deficient because  
15 they were submitted by individuals who are not a part of the Class List. If CPT deems  
16 a Claim Form deficient, CPT will mail the claimant a letter or send the claimant an  
17 email (depending on whether an email address is available), with instructions  
18 regarding how the deficiency can be cured and the deadline by which the response  
19 must be received. Claimants are provided 21 days from the date the deficiency notice  
20 is sent to cure deficiencies; and

21 b. 1 Claim was invalidated because it was a duplicate Claim Form.

22 16. CPT is still in the process of validating Claims and will continue to administer Claim  
23 Forms until the April 23, 2023 deadline. CPT will also administer late Claims, if any, based upon  
24 directions from the Parties or from the Court.

25 **REQUEST FOR EXCLUSIONS**

26 17. The deadline for Class Members to exclude themselves from the Settlement Class  
27 was February 13, 2023. CPT received, in total, 6 exclusion requests (“Opt Outs”). Attached hereto  
28 as **Exhibit 3** is a list of the 6 Class Members for whom an opt out was submitted.

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**OBJECTIONS**

18. Settlement Class Members who wish to object to the Settlements were required to do so by filing or sending a written objection to the Court, by no later than February 13, 2023. CPT has monitored its email inbox and mailing address for any purported objections. As of the date of this declaration, CPT has received no objections to the Settlement. However, CPT has been made aware of one Objection (on behalf of two persons) to the Settlement Agreement.

**FURTHER STEPS FOLLOWING FINAL APPROVAL**

19. If the Court grants final approval of the Settlement, CPT will handle further steps of settlement administration in accordance with the Settlement Agreement and the Court’s order.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 16, 2023, at Irvine, California.

  
Katie Tran

# EXHIBIT 1



## 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><br>EARLIEST DEADLINE: APRIL<br>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.<br><br>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><br>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.<br><br>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><br>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.<br><br>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><br>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.

**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.**

**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.

**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.**

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

**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.**

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.

**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.**

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.

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



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<br>Ahdoot & Wolfson, PC<br>c/o Logan Health Data Breach<br>Settlement | John Heenan of Heenan &<br>Cook<br>c/o Logan Health Data<br>Breach Settlement | David R. Paoli<br>Paoli Law Firm P.C.<br>c/o Logan Health Data<br>Breach Settlement | John A. Yanchunis<br>Morgan & Morgan<br>c/o Logan Health Data<br>Breach Settlement |
|--|---|---|--|

**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.**

## **CLAIM FORM FOR LOGAN HEALTH DATA BREACH BENEFITS**

### **USE THIS FORM TO MAKE A CLAIM FOR REIMBURSEMENT OF OUT-OF-POCKET LOSSES, AND/OR ATTESTED TIME, CREDIT MONITORING SERVICES, OR AN ALTERNATIVE CASH PAYMENT.**

*If you would like to receive a digital payment, please submit your Claim Form online at [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com). Para una notificación en Español, llamar 1-888-317-0380 o visitar nuestro sitio web [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com).*

**The DEADLINE to submit this Claim Form is postmarked: April 3, 2023**

#### **I. GENERAL INSTRUCTIONS**

If you are an individual whose Personal Information was compromised as a result of a data breach that occurred when the network systems of Logan Health Medical Center (“Logan Health”) were hacked in a sophisticated criminal cyberattack affecting certain Logan Health files containing the personal and health information of Logan Health’s patients and other affiliated persons (the “Data Security Incident”) you are a Class Member.

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 that are fairly traceable to the Data Security Incident, 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 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 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, 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.

**Questions? Go to [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) or call 1-888-317-0380.**



**You may only select one of the following options:**

**III. CLASS MEMBERSHIP**

- Please check this box if you received a notice related to this Class Action and provide your Unique CPT ID Number in Section II above.
- Please check this box if you have **not** received a letter notice but believe that you should be included in the Class. You must provide Reasonable Documentation demonstrating that you were impacted by the Logan Health Data Security Incident.

**You may select either:**

**IV. CREDIT MONITORING SERVICES**

- If you wish to receive Credit Monitoring Services, you must check off the box for this section, provide your email address in the space provided in Section II, above, and return this Claim Form. Submitting this Claim Form will not automatically enroll you into Credit Monitoring Services. To enroll, you must follow the instructions sent to your email address after the Settlement is approved and becomes final (the "Effective Date").

**Or, in the alternative:**

**V. ALTERNATIVE CASH PAYMENT**

- If you wish to receive a Alternative Cash Payment, you must check off the box for this section, and then simply return this Claim Form. An Alternative Cash Payment will be made for an approved Claim as long as the Net Settlement Fund is not depleted by the claims for Credit Monitoring Services, Reimbursement for Out-of-Pocket Losses and Reimbursement for Attested Time.

**You may also select one or more of the following:**

**VI. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES**

- Please check off this box for this section if you are electing to seek reimbursement for up to \$25,000 of Out-of-Pocket Losses you incurred that are fairly traceable to the Logan Health Data Security Incident and are not otherwise reimbursable from insurance. Out-of-Pocket Losses include unreimbursed losses and consequential expenses that are more likely than not related to the Logan Health Data Security Incident and incurred on or after November 22, 2021.

In order to make a claim for Reimbursement of Out-of-Pocket Losses, **you must** (i) fill out the information below and/or on a separate sheet submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form (section X); and (iii) include third party documentation supporting each claimed cost along with this Claim Form. Out-of-Pocket Losses need to be deemed more likely than not due to the Logan Health Data Security Incident by the Settlement Administrator based on the documentation you provide and the facts of the Logan Health Data Security Incident. **Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator.**



**If you do not submit third party documentation supporting a Reimbursement for Out-of-Pocket Losses claim, or your claim for a Reimbursement for Out-of-Pocket Losses claim is rejected by the Settlement Administrator for any reason and you do not cure the defect, you will not be eligible to receive reimbursement for such losses.**

### VII. REIMBURSEMENT FOR ATTESTED TIME

Please check off this box for this section if you are electing to seek reimbursement for Attested Time you undertook to prevent or mitigate fraud and identity theft following the announcement of the Data Security Incident. Class Members who elect to submit a Claim for reimbursement of Attested Time may claim up to five (5) hours of lost time at a rate of \$25 per hour, for a maximum of \$125.

Please indicate below how much time (round to the nearest hour and check only one box) that you spent to prevent or mitigate fraud and identity theft following the announcement of the Logan Health Data Security Incident:

- 1 Hour       2 Hours       3 Hours       4 Hours       5 Hours

**Examples:** You spent at least one full hour calling customer service lines, writing letters or emails, or on the internet trying to get unauthorized charges reversed or reimbursed. Please note that the time it takes to fill out this Claim Form is not reimbursable and should not be included in the total number of hours claimed.

**Required:** If time was spent on the telephone or online in an attempt to prevent fraud or identity theft, in the space below, describe what you did, or attach a copy of any letters or emails that you wrote. If the time was spent trying to get unauthorized charges reversed or reimbursed, describe what you did.

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### VIII. METHOD OF PAYMENT

If you have selected a payment for Out-of-Pocket Losses, Reimbursement of Attested Time, or an Alternative Cash Payment, a physical check will be mailed to the address you provided in Section II, above. If you would like to receive a digital payment, please submit your Claim Form online at [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com).

### IX. CERTIFICATION

By submitting this Claim Form, I certify that I am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

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Signature

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Date

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Print Name

Questions? Go to [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) or call 1-888-317-0380.

**X. ATTESTATION**  
**(REQUIRED FOR REIMBURSEMENT OF OUT-OF-POCKET EXPENSES AND ATTESTED TIME CLAIMS)**

I, \_\_\_\_\_, declare that I suffered the Attested Time and/or incurred Out-of-Pocket Losses claimed above.

I also attest that the Attested Time and/or incurred Out-of-Pocket Losses claimed above are accurate and were not otherwise reimbursable by insurance.

I declare under penalty of perjury under the laws of Montana and of the United States of America that the foregoing is true and correct. Executed on \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.

[Date]

[City]

[State]

\_\_\_\_\_  
[Signature]

# Aviso del Acuerdo de la Demanda Colectiva de la Filtración de Datos de Logan Health

*Una corte del estado de Montana ha autorizado este Aviso. Esto no es una solicitud de un abogado. Por favor lea este Aviso cuidadosamente y completamente.*

**ESTE AVISO PUEDE AFECTAR SUS DERECHOS. POR FAVOR LÉALO CUIDADOSAMENTE.**

- Se ha propuesto un Acuerdo en una demanda colectiva en contra de Logan Health Medical Center (“Logan Health”), en relación con una filtración de datos que se descubrió en o alrededor del 22 de noviembre del 2021, después de que los sistemas de red de Logan Health fueran comprometidos en un sofisticado ciberataque criminal que afectó a ciertos archivos de Logan Health que contenían información de los pacientes de Logan Health y otras personas afiliadas (el “Incidente de Seguridad de Datos”). Como resultado, personas no autorizadas pueden haber accedido a la información personal de aproximadamente 213,543 personas que son pacientes o están afiliadas a Logan Health. La Información Personal obtenida puede haber incluido, sin limitación, los nombres, direcciones de correo electrónico, números de teléfono, direcciones de casa, fechas de nacimiento, números de Seguro Social (SSN), así como información de seguro de salud y otra información personal de salud. Si su Información Personal puede haber sido comprometida como resultado del Incidente de Seguridad de Datos, usted está incluido en este Acuerdo como un miembro de la Clase del Acuerdo.
- Según el Acuerdo, Logan Health ha acordado establecer un Fondo del Acuerdo de \$4.3 millones para: (1) pagar por tres años de servicios de monitoreo de crédito (“Servicios de Monitoreo de Crédito”); **o, alternativamente**, (2) proporcionar pagos en efectivo que no excedan de \$125 a los Miembros de la Clase (“Pago Alternativo en Efectivo”); y además (3) proporcionar pagos en efectivo de hasta \$25,000 para cada Miembro de la Clase para el reembolso de ciertas Pérdidas Fuera de su Bolsillo; y/o (4) proporcionar pagos en efectivo de hasta \$125 para cada Miembro de la Clase para el reembolso del Tiempo Verificado. El Fondo del Acuerdo también se utilizará para pagar los costos de la administración del acuerdo, las Adjudicaciones de Servicio aprobadas por la corte para los Demandantes nombrados, y la Adjudicación de Honorarios y Costos. Además, Logan Health ha acordado adoptar ciertas medidas correctivas y de seguridad mejoradas que seguirán aplicando.
- Sus derechos legales serán afectados si usted actúa o no actúa. Usted debe leer este Aviso completo cuidadosamente.

| <b>SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO:</b>                                      |  |
|--|--|
| <b>PRESENTAR UNA FORMA DE RECLAMO<br/>FECHA LÍMITE MÁS TEMPRANA:<br/>3 DE ABRIL DEL 2023</b> | <p>Presentar una Forma de Reclamo es la única manera en que usted puede recibir cualquiera de los Beneficios del Acuerdo proporcionados por este Acuerdo, incluyendo Servicios de Monitoreo de Crédito, el reembolso por Pérdidas Fuera de su Bolsillo y/o Tiempo Verificado, o un Pago Alternativo en Efectivo.</p> <p>Si usted presenta una Forma de Reclamo, usted renunciará al derecho de demandar a Logan Health y a ciertas partes relacionadas en una demanda separada sobre los reclamos legales que este Acuerdo resuelve.</p> |
| <b>EXCLUIRSE DE ESTE ACUERDO<br/>FECHA LÍMITE: 13 DE FEBRERO<br/>DEL 2023</b>                | <p>Esta es la única opción que le permite demandar, seguir demandando o ser parte de otra demanda en contra de Logan Health, o ciertas partes relacionadas, por los reclamos que esta Acuerdo resuelve.</p> <p>Si se excluye, usted renunciará al derecho a recibir cualquier Beneficio del Acuerdo de este Acuerdo.</p>   |
| <b>OBJETAR A U COMENTAR SOBRE EL ACUERDO<br/>FECHA LÍMITE: 13 DE FEBRERO<br/>DEL 2023</b>    | <p>Usted puede objetar al Acuerdo escribiendo a la Corte e informándole por qué considera que el Acuerdo no debe ser aprobado. Usted también puede escribir a la Corte para proporcionar comentarios o razones por las que apoya el Acuerdo.</p> <p>Si usted objeta, usted también puede presentar una Forma de Reclamo para recibir los Beneficios del Acuerdo, pero usted renunciará al derecho de demandar a Logan Health en una demanda por separado sobre los reclamos legales que este Acuerdo resuelve.</p>                       |

**Este Acuerdo afecta sus derechos legales aún si usted no hace nada.  
¿Preguntas? Ir a [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) o llamar a 1-888-317-0380.**



|  |   |
|--|---|
| <p><b>IR A LA AUDIENCIA DE<br/>“APROBACIÓN FINAL”<br/>FECHA: 9 DE MARZO DEL 2023</b></p> | <p>Usted puede asistir a la Audiencia de Aprobación Final, en la que la Corte podrá escuchar los argumentos con respecto a la aprobación del Acuerdo. Si desea hablar en la Audiencia de Aprobación Final, usted debe solicitarlo en su objeción o comentario por escrito. Usted no está obligado a asistir a la Audiencia de Aprobación Final.</p> |
| <p><b>HACER NADA</b></p>   | <p>Si usted no hace nada, usted no recibirá ninguno de los Beneficios del Acuerdo monetarios y usted renunciará a sus derechos de demandar a Logan Health y a ciertas partes relacionadas por los reclamos que este Acuerdo resuelve.</p>   |

- Estos derechos y opciones—**y las fechas límites para ejercerlos**—se explican en este Aviso.
- La Corte encargada de este caso aún tiene que decidir si aprueba el Acuerdo. No se proporcionarán Beneficios o pagos del Acuerdo a menos de que la Corte apruebe el Acuerdo y se convierta en definitivo.

## **INFORMACIÓN BÁSICA**

### **1. ¿Por qué recibí este Aviso?**

Una corte del estado de Montana autorizó este Aviso porque usted tiene derecho a saber sobre el Acuerdo propuesto de esta demanda colectiva y sobre todos sus derechos y opciones antes de que la Corte decida si concede la aprobación final del Acuerdo. Este Aviso explica la demanda, el Acuerdo, sus derechos legales, qué beneficios están disponibles, quién tiene derecho a ellos y cómo obtenerlos.

El Honorable John W. Parker de la Corte del Octavo Distrito Judicial de Montana para el Condado de Cascade está supervisando esta demanda colectiva. El caso se conoce como *Tafelski, et. al. v. Logan Health Medical Center*, Caso No. ADV-22-0108 (la “Demanda”). Las personas que presentaron esta demanda se llaman los “Demandantes” y la entidad a la que demandaron, Logan Health Medical Center (“Logan Health”), se llama el “Demandado.” Los Demandantes y el Demandado acordaron este Acuerdo.

### **2. ¿De qué se trata esta demanda?**

En o alrededor del 22 de noviembre del 2021, Logan Health descubrió que cibercriminales accedieron ilegalmente a información almacenada en ciertos sistemas de red de Logan Health. Como resultado, es posible que se haya accedido a la información personal de aproximadamente 213,543 personas que son pacientes o están afiliadas con Logan Health. La Información Personal afectada puede haber incluido nombres, direcciones de correo electrónico, números de teléfono, direcciones de casa, fechas de nacimiento y otra información de identificación personal, así como información de salud sensible como códigos de diagnóstico y tratamiento, fecha(s) de servicio, médico tratante/referente, número de cuenta de factura médica y/o la información de seguro de salud.

Los Demandantes alegan que Logan Health no protegió adecuadamente su Información Personal y que, como consecuencia de ello, resultaron perjudicados. Logan Health niega haber cometido alguna mala conducta, y ninguna corte u otra entidad ha emitido una sentencia u otra determinación de que se haya cometido alguna mala conducta o que se haya violado la ley. Logan Health niega estos y todos los demás reclamos hechos en la Demanda. Al aceptar el Acuerdo, Logan Health no admite haber cometido alguna infracción.

### **3. ¿Por qué es esto una demanda colectiva?**

En una demanda colectiva, una o más personas, llamadas Representantes de la Clase, presentan una demanda en nombre de todas las personas que tienen reclamos similares. En conjunto, todas estas personas se llaman la Clase o los Miembros de la Clase. Una corte resuelve los asuntos para todos los Miembros de la Clase, excepto para aquellos Miembros de la Clase que se excluyan de la Clase.

Los Representantes de la Clase del Acuerdo en este caso son Hazel Conway, John Conway, Bonnie Leahy, Timothy Leahy, Mark Reitan, Allison Smeltz, Rhonda Stephens-Block, Patricia Tafelski, Jennifer Teich y Patrick Teich.

### **4. ¿Por qué hay un acuerdo?**

Los Representantes de la Clase del Acuerdo y Logan Health no están de acuerdo sobre los reclamos presentados en esta Demanda. La Demanda no ha llegado a juicio y la Corte no ha decidido a favor de los Representantes de la Clase del Acuerdo o de Logan Health. En su lugar, los Representantes de la Clase del Acuerdo y Logan Health han acordado resolver la Demanda. Los Representantes de la Clase y los abogados de la Clase (“Abogados de la Clase”) creen que el Acuerdo es lo mejor para todos los Miembros de la Clase debido a los riesgos y las incertidumbres asociados con la continuación del litigio y la naturaleza de las defensas presentadas por Logan Health.

## **QUIÉN ESTÁ INCLUIDO EN EL ACUERDO**

### **5. ¿Cómo sé si soy parte del Acuerdo?**

La Corte ha decidido que todas las personas que corresponden a la siguiente descripción son miembros de la Clase del Acuerdo:

Todas las personas identificadas en la Lista de la Clase del Acuerdo, incluyendo todas las personas a las que se les notificó, incluyendo mediante un aviso directo y la publicación por parte de Logan Health, que su información

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personal estaba o podría haber sido comprometida en el Incidente de Seguridad de Datos divulgado inicialmente por Logan Health en o alrededor del 18 de febrero del 2022.

Si usted recibió el Aviso de este Acuerdo, usted ha sido identificado por el Administrador del Acuerdo como un Miembro de la Clase del Acuerdo. Más específicamente, usted es un Miembro de la Clase del Acuerdo y usted es afectado por este Acuerdo.

Usted puede comunicarse con el Administrador del Acuerdo si tiene alguna pregunta sobre si es Miembro de la Clase del Acuerdo.

**6. ¿Hay excepciones para las personas incluidas como los Miembros de la Clase en el Acuerdo?**

Sí, el Acuerdo no incluye (1) los jueces que presiden este Litigio y los miembros de sus familias directas; (2) el Demandado, sus subsidiarias, empresas matrices, sucesores, predecesores y cualquier entidad en la que el Demandado o sus empresas matrices tengan un interés de control y sus funcionarios y directores actuales o anteriores; (3) los Miembros de la Clase del Acuerdo que presenten una Solicitud de Exclusión válida antes de la Fecha Límite para Optar por la Exclusión.

**7. ¿Qué sucede si aún no estoy seguro si soy parte del Acuerdo?**

Si aún no está seguro si usted es un Miembro de la Clase, usted puede ir al sitio web del Acuerdo en [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com), o llamar al número gratuito del Administrador del Acuerdo al 1-888-317-0380.

**LOS BENEFICIOS DEL ACUERDO—LO QUE USTED OBTIENE SI CALIFICA**

**8. ¿Qué proporciona el Acuerdo?**

Como un Miembro de la Clase, usted es elegible para hacer un reclamo por **uno o más de los siguientes**:

- **Reembolso de las Pérdidas Fuera de su Bolsillo:** todos los Miembros de la Clase pueden presentar un reclamo de hasta \$25,000 para el reembolso de Pérdidas Fuera de su Bolsillo, que debe estar apoyado por (i) documentación de un tercero que apoye la pérdida; y (ii) una breve descripción de la naturaleza de la pérdida. Un reclamo por Pérdidas Fuera de su Bolsillo puede combinarse con el reembolso por el Tiempo Verificado, pero en ninguna circunstancia un Miembro de la Clase del Acuerdo será elegible para recibir más de los \$25,000.00.
- **Reembolso por el Tiempo Verificado:** todos los Miembros de la Clase pueden presentar un reclamo para el reembolso del Tiempo Verificado de hasta cinco (5) horas por \$25 por hora, que debe estar apoyado por una breve descripción de las acciones tomadas en respuesta al Incidente de Seguridad de Datos y el tiempo asociado con cada acción. Un reclamo por el Tiempo Verificado puede combinarse con el reembolso de las Pérdidas Fuera de su Bolsillo, pero en ningún caso un Miembro de la Clase del Acuerdo será elegible para recibir más de \$25,000.00.

Además de reclamar el reembolso de las Pérdidas Fuera de su Bolsillo y/o del Tiempo Verificado, los Miembros de la Clase también tienen derecho a presentar un reclamo por cualquiera de los **dos** conceptos:

- **Servicios de Monitoreo de Crédito:** un Miembro de la Clase puede presentar un reclamo por hasta tres (3) años de Servicios de Monitoreo de Crédito a través de Global Cyber Group for Intersections, LLC d/b/a Pango (“Pango”), sin importar si el Miembro de la Clase presenta un reclamo para el reembolso de las Pérdidas Fuera de su Bolsillo o Tiempo Verificado. Un Miembro de la Clase no puede presentar un reclamo para Servicios de Supervisión del Crédito y el Pago Alternativo en Efectivo según el Acuerdo.
  - **Servicios de Monitoreo de Menores:** Los Miembros de la Clase menores de dieciocho (18) años en o antes de la Fecha Límite de Reclamos son automáticamente elegibles para inscribirse en los Servicios de Monitoreo de Menores proporcionados por Pango por un período de tres (3) años a partir de la Fecha Efectiva, sin importar si presentan un reclamo según el Acuerdo.

**O:**

- **Pago Alternativo en Efectivo:** en lugar de los Servicios de Monitoreo de Crédito, un Miembro de la Clase que no sea elegible automáticamente para los Servicios de Monitoreo de Menores puede optar por recibir un pago en efectivo por una cantidad igual a una distribución proporcional del Fondo Neto del Acuerdo pero que, en ningún caso, exceda los \$125.

Si un Miembro Participante de la Clase del Acuerdo intenta reclamar tanto los Servicios de Monitoreo de Crédito como el Pago Alternativo en Efectivo según el Acuerdo, el Administrador del Acuerdo está autorizado a comunicarse con el Miembro de la Clase del Acuerdo (por correo electrónico, teléfono o correo postal de EE.UU.) para solicitar explicaciones sobre qué beneficio él o ella desea seleccionar.

Además, Logan Health ha acordado adoptar ciertas medidas correctivas y medidas de seguridad mejoradas como resultado de esta Demanda. Por favor, revise el Número 13 cuidadosamente para obtener información adicional sobre la orden en la que se pagan los Beneficios del Acuerdo del Fondo del Acuerdo. Esta información adicional puede afectar a su decisión sobre cuál de las tres opciones de Beneficios del Acuerdo es la mejor opción para usted.

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## **9. Servicios de Monitoreo de Crédito.**

Usted puede presentar una Forma de Reclamo para recibir Servicios de Monitoreo de Crédito. Los Servicios de Monitoreo de Crédito proporcionan una manera de protegerse en contra del uso no autorizado de su información personal. Si ya tiene servicios de monitoreo de crédito, usted aún puede inscribirse para esta protección adicional. Los Servicios de Monitoreo de Crédito proporcionados por este Acuerdo son independientes y adicionales a los servicios de monitoreo de crédito y resolución de identidad que Logan Health le haya ofrecido en respuesta al Incidente de Seguridad de Datos. Usted tiene derecho a presentar un reclamo por los Servicios de Monitoreo de Crédito que se ofrecen a través de este Acuerdo, aún si no se suscribió a los servicios previos.

Los Servicios de Monitoreo de Crédito: Los Servicios de Supervisión de Crédito incluyen: tres (3) años de Servicios de Monitoreo de Crédito proporcionados por Pango, sin importar si usted presenta un reclamo para el reembolso de las Pérdidas Fuera de su Bolsillo o Tiempo Verificado. El Administrador del Acuerdo le enviará un código de activación dentro de los treinta (30) días después de la Fecha Efectiva que podrá utilizarse para activar los Servicios de Monitoreo de Crédito a través de un sitio web de inscripción mantenido por Pango. Dichos códigos de inscripción se enviarán por correo electrónico, a menos de que el reclamante no haya proporcionado una dirección de correo electrónico, en cuyo caso dichos códigos se enviarán por correo postal de EE.UU. Los reclamantes de los Servicios de Monitoreo del Crédito podrán activar los Servicios de Monitoreo de Crédito durante un periodo de al menos 60 días a partir de la fecha en que el Administrador del Acuerdo envíe el código de activación.

Para recibir los Servicios de Monitoreo de Crédito, usted debe presentar una Forma de Reclamo completada seleccionando para recibir los Servicios de Monitoreo de Crédito.

## **10. Reembolso de las Pérdidas Fuera de su Bolsillo.**

Además de los Servicios de Monitoreo de Crédito, usted puede elegir presentar una Forma de Reclamo para el reembolso de las Pérdidas Fuera de su Bolsillo. Si ha gastado dinero en remediar o abordar el robo de identidad y el fraude que se puede rastrear de forma razonable hasta el incidente de seguridad de datos o ha gastado dinero para protegerse de daños futuros debido al incidente de seguridad de datos, y esta cantidad no se puede recuperar de otra manera a través del seguro, usted puede presentar un reclamo por las Pérdidas Fuera de su Bolsillo para el reembolso de hasta \$25,000.

Las Pérdidas Fuera de su Bolsillo consisten de las pérdidas no reembolsadas incurridas en o después del 22 de noviembre del 2021, que estaban relacionadas con el robo de identidad y el fraude y son bastante rastreables al Incidente de Seguridad de Datos, así como cualquier gasto relacionado con el Incidente de Seguridad de Datos. Por ejemplo, cargos por cancelación o sustitución de tarjetas de crédito o débito, cargos por demora, cargos por pago rechazado, cargos por sobregiro, cargos por cheques devueltos, cargos por servicio al cliente, costes relacionados con el crédito asociados con la compra de informes de crédito, supervisión del crédito o protección en contra del robo de identidad, costos para colocar una congelación o alerta en los informes de crédito, costos para sustituir un permiso de conducir, una tarjeta de identificación estatal, un número de Seguro Social, servicios profesionales y gastos de bolsillo de notario, fax, franqueo, entrega, copia, kilometraje y cargos telefónicos de larga distancia. Otras pérdidas o costos relacionados con el Incidente de Seguridad de Datos que no sean reembolsables por el seguro también pueden ser elegibles para reembolso. Para proteger el Fondo del Acuerdo y los reclamos válidos, todas las Formas de Reclamo presentadas que soliciten pagos relacionados con transacciones fraudulentas con tarjetas de crédito o débito serán cuidadosamente examinadas por el Administrador del Acuerdo.

Los reclamos por las Pérdidas Fuera de su Bolsillo deben estar apoyados por la documentación de la tercera parte. La documentación de tercera parte se refiere a los documentos escritos que apoyan su reclamo, tal como declaraciones de tarjeta de crédito, estados de cuenta bancarios, facturas, registros telefónicos y recibos.

Los pagos en efectivo individuales pueden reducirse o aumentarse de manera proporcional (a partes iguales) según el número de Miembros de la Clase que participen en el Acuerdo.

Para recibir el reembolso de las Pérdidas Fuera de su Bolsillo, usted debe presentar una Forma de Reclamo llenada por completo en la que elija recibir el reembolso de las Pérdidas Fuera de su Bolsillo. Si usted presenta una Forma de Reclamo para las Pérdidas Fuera de su Bolsillo y es rechazada por el Administrador del Acuerdo y usted no la corrige, usted no será elegible para el reembolso de las Pérdidas Fuera de su Bolsillo.

## **11. Reembolso del Tiempo Verificado**

Además de los Servicios de Monitoreo de Crédito y el Reembolso por las Pérdidas Fuera de su Bolsillo, usted puede optar por presentar una Forma de Reclamo para el reembolso del Tiempo Verificado. Si ha perdido tiempo relacionado con sus esfuerzos para prevenir o mitigar el fraude y el robo de identidad después del anuncio de la filtración de datos, usted puede hacer un reclamo para el Reembolso del Tiempo Verificado de hasta cinco (5) horas de tiempo perdido por una tarifa de \$25 por hora, para un máximo de \$125.

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Los reclamos para el Reembolso del Tiempo Verificado deben estar apoyados por una breve narración de la naturaleza del tiempo perdido y otros esfuerzos de mitigación por los cuales se solicita el pago.

## **12. Servicios de Monitoreo de Crédito y el Pago Alternativo en Efectivo.**

Como alternativa a los Servicios de Monitoreo del Crédito, usted puede optar por recibir un pago en efectivo. Este es el “Pago Alternativo en Efectivo.” La cantidad del Pago Alternativo en Efectivo variará dependiendo del número de reclamos válidos que se presenten. Para recibir un Pago Alternativo en Efectivo, usted debe presentar una Forma de Reclamo llenada por completo eligiendo recibir un Pago Alternativo en Efectivo.

Usted no está obligado a proporcionar la Documentación Razonable con su Forma de Reclamo para recibir un Pago Alternativo en Efectivo. Los Pagos Alternativos en Efectivo Individuales pueden reducirse o aumentarse de manera proporcional (a partes iguales) según el número de Miembros de la Clase que participen en el Acuerdo y la cantidad de dinero que permanezca en el Fondo del Acuerdo después de los pagos de otros Beneficios del Acuerdo y cargos con prioridad de pago según el Acuerdo. *Ver* Número 13 a continuación.

## **13. ¿Cómo se pagarán los Beneficios del Acuerdo?**

Antes de determinar qué opción de Beneficio del Acuerdo es la mejor para usted (seleccionar un Pago Alternativo en Efectivo, o Servicios de Monitoreo de Crédito, el reembolso de las Pérdidas Fuera de su Bolsillo, y/o el Tiempo Verificado), es importante que entienda cómo se harán los pagos del Acuerdo. La Corte adjudicó honorarios de abogados de hasta un máximo de 33 1/3% de los \$4.3 millones del Fondo del Acuerdo (es decir, \$1,433,333), costos y gastos razonables incurridos por los abogados para la Clase, los Gastos Administrativos para los costos de la administración del acuerdo y las Adjudicaciones de Servicio de hasta \$3,500 para cada uno de los Representantes de la Clase se deducirán del Fondo del Acuerdo antes de realizar los pagos a los Miembros de la Clase. La Corte puede adjudicar menos de estas cantidades. El resto del Fondo del Acuerdo se distribuirá en el siguiente orden:

1. Pérdidas Fuera de su Bolsillo
2. Reembolso del Tiempo Verificado
3. Pagos Alternativos en Efectivo
4. Monitoreo del Crédito

En caso de que la cantidad total de todos los pagos para el reembolso de las Pérdidas Fuera de su Bolsillo exceda la cantidad total del Fondo Neto del Acuerdo, entonces el valor de dichos pagos se reducirá sobre la base proporcional, de tal manera que el valor total de todos los pagos para las Pérdidas Fuera de su Bolsillo no exceda el Fondo Neto del Acuerdo. En tal caso, no se distribuirán los Fondos Netos del Acuerdo para los Reclamos Aprobados del Tiempo Verificado ni para los Pagos Alternativos en Efectivo. En caso de que (i) la cantidad agregada de los Reclamos Aprobados para las Pérdidas Fuera de su Bolsillo no exceda el Fondo Neto del Acuerdo; y (ii) la cantidad agregada de todos los Reclamos Aprobados del Tiempo Verificado sea mayor que el Fondo Neto del Acuerdo, menos la cantidad agregada de los Reclamos Aprobados de las Pérdidas Fuera de su Bolsillo, entonces el valor del pago de cada Miembro Participante de la Clase del Acuerdo del Tiempo Verificado se reducirá sobre una base proporcional de tal manera que el valor agregado de todos los Reclamos Aprobados de las Pérdidas Fuera de su Bolsillo y del Tiempo Verificado no exceda el Fondo Neto del Acuerdo. En tal caso, no se distribuirán Fondos Netos del Acuerdo para los Pagos Alternativos en Efectivo. Todas las determinaciones proporcionales requeridas serán realizadas por el Administrador del Acuerdo.

## **14. Cuénteme más sobre las medidas correctivas y las medidas de seguridad mejoradas de Logan Health.**

Logan Health acuerda proporcionar a los Abogados de la Clase información relativa a las medidas correctivas adoptadas desde el Incidente de Seguridad de Datos para mejorar sus programas de formación y concienciación sobre ciberseguridad, políticas de seguridad de datos, medidas de seguridad, restricciones de acceso a la Información Personal y sus capacidades de monitorización y respuesta.

## **15. ¿Cuál es el valor total del Acuerdo?**

El Acuerdo proporciona un Fondo del Acuerdo no reversible de \$4.3 millones y medidas correctivas que Logan Health adoptará para el beneficio de la Clase. Cualquiera de los honorarios, costos y gastos de los abogados aprobados por la corte, las Adjudicaciones de Servicio a los Representantes de la Clase, los impuestos adeudados sobre cualquier interés ganados por el Fondo del Acuerdo, si es necesario, y cualquier aviso y gastos de la administración del acuerdo se pagarán del Fondo del Acuerdo, y el saldo (“Fondo Neto del Acuerdo”) se utilizará para pagar los Beneficios del Acuerdo mencionados anteriormente. Todos los costos asociados con las medidas correctivas y de seguridad mejoradas de Logan Health serán pagados por Logan Health además del Fondo del Acuerdo.

## **16. ¿A qué estoy renunciando para obtener un Beneficio del Acuerdo o permanecer en la Clase?**

A menos de que se excluya, usted está eligiendo permanecer en la Clase. Si el Acuerdo se aprueba y se convierte en definitivo, todas las órdenes de la Corte se aplicarán a usted y lo obligarán legalmente. No podrá demandar, continuar demandando ni ser parte de ninguna otra demanda en contra de Logan Health y las partes relacionadas sobre los asuntos legales de esta Demanda, resueltos por este Acuerdo

**¿Preguntas? Ir a [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) o llamar a 1-888-317-0380.  
Este Acuerdo afecta sus derechos legales aún si usted no hace nada.**

y liberados por el Acuerdo de la Demanda Colectiva y la Liberación. Los derechos específicos a los que está renunciando se llaman los Reclamos Liberados (vea la siguiente pregunta).

#### **17. ¿Qué son los Reclamos Liberados?**

A cambio del Acuerdo, se considerará que cada uno de los Representantes de la Clase del Acuerdo y los Miembros Participantes de la Clase del Acuerdo, y cada uno de sus respectivos herederos, albaceas, administradores, representantes, agentes, socios, sucesores, abogados y cesionarios han liberado, exonerado y descargado para siempre todos y cada uno de los Reclamos Liberados en contra de Logan Health y sus predecesores actuales y anteriores, sucesores, cesionarios, empresas matrices, subsidiarias, divisiones, filiales, departamentos, y todos y cada uno de sus funcionarios, directores, empleados, accionistas, socios, empleados, agentes, sucesores, abogados, asesores, consultores, representantes, aseguradores, reaseguradores, subrogatarios y los predecesores, sucesores y cesionarios de cualquiera de los anteriores. Esta liberación incluye expresamente al asegurador de Logan Health de todas las obligaciones derivadas de cualquier parte de la póliza de seguro aplicable a los Reclamos Liberados, y de cualquiera y todos los reclamos que surjan de la investigación, manejo, ajuste, defensa o acuerdo del reclamo incluyendo, sin limitación, cualquier reclamo por violación de contrato, en agravio, la violación del pacto de buena fe y trato justo, la violación del Código de Montana Anotado §§ 33-18-201 y siguientes, y la mala fe del derecho común. Se reconoce además por las Partes que los límites de la póliza disponibles para el acuerdo de este asunto bajo la Póliza Cibernética aplicable de Logan Health se agotarán una vez que se cumpla la Orden de Aprobación Final y la Sentencia.

Los Reclamos Liberados incluyen la liberación de los Reclamos Desconocidos. Los "Reclamos Desconocidos" significan los reclamos que podrían haberse presentado en el Litigio y que cualquiera de los Representantes de la Clase del Acuerdo o los Miembros Participantes de la Clase del Acuerdo, y cada uno de sus respectivos herederos, albaceas, administradores, representantes, agentes, socios, sucesores, abogados y cesionarios desconoce o sospecha que existen, los cuales, de ser conocidos por él, ella o él, podrían afectar su acuerdo de liberar a Logan Health y a sus predecesores actuales y anteriores, sucesores, cesionarios, empresas matrices, subsidiarias, divisiones, filiales, departamentos y todos y cada uno de sus directivos, directores, empleados, accionistas, socios, empleados, agentes, sucesores, abogados, asesores, consultores, representantes, aseguradores, reaseguradores, subrogatarios y los predecesores, sucesores y cesionarios de cualquiera de los anteriores o de los Reclamos Liberados, o pudiera afectar su decisión de aceptar, objetar o no objetar el Acuerdo. Después de la Fecha Efectiva, se considerará que cada uno de los Representantes de la Clase del Acuerdo y los Miembros Participantes de la Clase del Acuerdo, y cada uno de sus respectivos herederos, albaceas, administradores, representantes, agentes, socios, sucesores, abogados y cesionarios han renunciado a todas y cada una de las disposiciones, derechos y beneficios conferidos por cualquier ley de cualquier estado, el Distrito de Columbia o territorio de los Estados Unidos, por la ley federal, o principio de derecho consuetudinario, o la ley de cualquier jurisdicción fuera de los Estados Unidos. Los Representantes de la Clase del Acuerdo y los Miembros Participantes de la Clase del Acuerdo, y cada uno de sus respectivos herederos, albaceas, administradores, representantes, agentes, socios, sucesores, abogados y cesionarios reconocen que pueden descubrir hechos adicionales o diferentes de los que ahora conocen o creen que son ciertos con respecto al objeto de la Liberación, pero que es su intención resolver y liberar de forma definitiva y para siempre los Reclamos Liberados, incluyendo, pero no limitado a, cualquier Reclamo Desconocido que puedan tener, según se define dicho término en este Párrafo.

Para más información, consulte la Resolución del Acuerdo y Liberación de la Demanda Colectiva, que está disponible en [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com).

### **CÓMO OBTENER BENEFICIOS DEL ACUERDO—PRESENTAR UNA FORMA DE RECLAMO**

#### **18. ¿Cómo presento un reclamo para los Beneficios del Acuerdo?**

Usted debe llenar por completo y enviar una Forma de Reclamo a no más tardar el **3 de abril del 2023**. Las Formas de Reclamo pueden ser presentadas en línea en [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) o impresas desde el sitio web y enviadas por correo al Administrador del Acuerdo a la dirección que aparece en la forma. Las Formas de Reclamo también están disponibles llamando al 1-888-317-0380 o escribiendo a *Logan Health Data Breach Settlement, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606*. La forma más rápida para presentar un reclamo es por internet.

Si usted recibió un Aviso por correo, utilice su Número de Reclamo para presentar su Forma de Reclamo. Si ha perdido o no conoce su Número de Reclamo, por favor llame al 1-888-317-0380 para obtenerlo.

Usted puede presentar un reclamo para los Servicios de Monitoreo de Crédito o, alternativamente, un Pago Alternativo en Efectivo, un reembolso de las Pérdidas Fuera de su Bolsillo y/o el Tiempo Verificado presentando una Forma de Reclamo en el Sitio Web del Acuerdo, o descargando, imprimiendo y completando una Forma de Reclamo, y enviándola por correo al Administrador del Acuerdo.

De los Beneficios del Acuerdo proporcionados según el Acuerdo, usted puede presentar un reclamo por: 1) Servicios de Monitoreo de Crédito, o alternativamente, 2) un Pago Alternativo en Efectivo, y 3) el reembolso de las Pérdidas Fuera de su Bolsillo y/o 4) el Tiempo Verificado.

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**19. ¿Cómo presento un reclamo para el Pago Alternativo en Efectivo?**

Para presentar un reclamo para un Pago Alternativo en Efectivo, usted debe presentar una Forma de Reclamo válida que elija recibir el Pago Alternativo en Efectivo. Para presentar un reclamo para un Pago Alternativo en Efectivo, usted puede llenar por completo una Forma de Reclamo en el Sitio Web del Acuerdo o imprimir y enviar por correo una Forma de Reclamo completa al Administrador del Acuerdo, con el sello postal en o antes del **3 de abril del 2023**.

Si usted desea recibir su pago a través de PayPal, Venmo, pago digital, depósito directo o Zelle en lugar de un cheque, por favor envíe su Forma de Reclamo en línea. Cualquier persona que presente un reclamo válido para un Pago Alternativo en Efectivo y no elija recibir el pago a través de PayPal, Venmo, o tarjeta de pago digital, depósito directo o Zelle recibirá su pago a través de un cheque regular enviado a través del Correo de los EE.UU.

Las instrucciones para llenar por completo un reclamo para un Pago Alternativo en Efectivo se incluyen en la Forma de Reclamo. Usted puede acceder la Forma de Reclamo en [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com).

Si usted elige recibir un Pago Alternativo en Efectivo, no tendrá derecho a recibir los Servicios de Monitoreo de Crédito. Sin embargo, podrá reclamar el reembolso de las Pérdidas Fuera de su Bolsillo y/o del Tiempo Verificado.

La fecha límite para presentar un reclamo para un Pago Alternativo en Efectivo es el **3 de abril del 2023**. Los reclamos deben ser presentados o tener el sello postal si se envían por correo antes de esta fecha límite.

**20. ¿Cómo presento un reclamo para los Servicios de Monitoreo de Crédito?**

Para presentar un reclamo para los Servicios de Monitoreo de Crédito, usted debe presentar una Forma de Reclamo válida que elija recibir los Servicios de Monitoreo de Crédito. Para presentar un reclamo para los Servicios de Monitoreo de Crédito, usted puede llenar por completo una Forma de Reclamo en el Sitio Web del Acuerdo o imprimir y enviar por correo una Forma de Reclamo completa al Administrador del Acuerdo, con el sello postal en o antes del **3 de abril del 2023**.

Las instrucciones para llenar por completo un reclamo para los Servicios de Monitoreo de Crédito se incluyen en la Forma de Reclamo. Usted puede acceder la Forma de Reclamo en [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com).

Si usted elige recibir los Servicios de Monitoreo de Crédito, no tendrá derecho a recibir un Pago Alternativo en Efectivo. Sin embargo, podrá reclamar el reembolso de las Pérdidas Fuera de su Bolsillo y/o del Tiempo Verificado.

La fecha límite para presentar un reclamo para los Servicios de Monitoreo de Crédito es el **3 de abril del 2023**. Los reclamos deben ser presentados o tener el sello postal si se envían por correo antes de esta fecha límite.

**21. ¿Cómo presento un reclamo para el reembolso de las Pérdidas Fuera de su Bolsillo?**

Para presentar un reclamo de las Perdidas Fuera de su Bolsillo de hasta \$25,000 para el reembolso de las Perdidas Fuera de su Bolsillo, usted debe presentar una Forma de Reclamo válida que elija recibir el reembolso de las Perdidas Fuera de su Bolsillo. Para presentar un reclamo para el reembolso de las Perdidas Fuera de su Bolsillo, usted puede llenar por completo una Forma de Reclamo en el Sitio Web del Acuerdo o imprimir y enviar por correo una Forma de Reclamo completa al Administrador del Acuerdo, con el sello postal en o antes del **3 de abril del 2023**.

La Forma de Reclamo requiere que firme la declaración con respecto a la información que proporcionó y que incluya la documentación de tercera parte, tal como las declaraciones de la tarjeta de crédito, los estados de cuenta bancarios, las facturas, los registros telefónicos y los recibos.

Si el Administrador del Acuerdo rechaza su solicitud de reembolso de las Pérdidas de desembolso y usted no la corrige, no tendrá derecho al reembolso de las Pérdidas Fuera de su Bolsillo.

Las instrucciones para llenar por completo un reclamo para el reembolso de las Perdidas Fuera de su Bolsillo se incluyen en la Forma de Reclamo. Usted puede acceder la Forma de Reclamo en [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com).

La fecha límite para presentar un reclamo para el reembolso de las Perdidas Fuera de su Bolsillo es el **3 de abril del 2023**. Los reclamos deben ser presentados o tener el sello postal si se envían por correo antes de esta fecha límite.

**22. ¿Cómo presento un reclamo para el reembolso del Tiempo Verificado?**

**¿Preguntas? Ir a [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) o llamar a 1-888-317-0380.  
Este Acuerdo afecta sus derechos legales aún si usted no hace nada.**

Para presentar un reclamo para el reembolso del Tiempo Verificado de hasta \$125, usted debe presentar una Forma de Reclamo válida que elija recibir el reembolso del Tiempo Verificado. Para presentar un reclamo para el reembolso del Tiempo Verificado, usted puede llenar por completo una Forma de Reclamo en el Sitio Web del Acuerdo o imprimir y enviar por correo una Forma de Reclamo completa al Administrador del Acuerdo, con el sello postal en o antes del **3 de abril del 2023**.

La Forma de Reclamo requiere que indique el número de horas (hasta 5) perdidas por los esfuerzos realizados para prevenir o mitigar el fraude o el robo de identidad después del anuncio del Incidente de Seguridad de Datos y proporcionar una breve narración de la naturaleza del tiempo perdido y otros esfuerzos de mitigación por los que se solicita el pago. La Forma de Reclamo también requiere que firme el certificado con respecto a la información que proporcionó sobre el reembolso del Tiempo Verificado.

Las instrucciones para llenar por completo un reclamo para el reembolso del Tiempo Verificado se incluyen en la Forma de Reclamo. Usted puede acceder la Forma de Reclamo en [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com).

La fecha límite para presentar un reclamo para el reembolso del Tiempo Verificado es el **3 de abril del 2023**. Los reclamos deben ser presentados o tener el sello postal si se envían por correo antes de esta fecha límite.

**23. ¿Qué sucede si mi información de contacto cambia después de presentar un reclamo?**

Si usted cambia su dirección postal o de correo electrónico después de enviar una Forma de Reclamo, es su responsabilidad informar al Administrador del Acuerdo sobre su información actualizada. Usted puede notificar cualquier cambio al Administrador del Acuerdo llamando al 1-888-317-0380 o escribiendo a:

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

**24. ¿Cuándo y cómo recibiré los Beneficios del Acuerdo que reclamo del Acuerdo?**

Si presenta un reclamo válido para los Servicios de Monitoreo de Crédito, el Administrador del Acuerdo le enviará información sobre cómo activar su monitoreo de crédito una vez que el Acuerdo sea definitivo. Si recibió un aviso por correo, guárdelo en un lugar seguro, ya que necesitará el Número de Reclamo único proporcionado en el Aviso para activar sus Servicios de Monitoreo de Crédito.

El pago de los reclamos válidos para un Pago Alternativo en Efectivo, Reembolso de Pérdidas Fuera de su Bolsillo o Reembolso del Tiempo Verificado será proporcionado por el Administrador del Acuerdo después de que el Acuerdo sea aprobado y se convierta en definitivo. Usted puede optar por recibir el pago de los reclamos válidos por un Pago Alternativo en Efectivo, Reembolso de Pérdidas Fuera de su Bolsillo o Reembolso del Tiempo Verificado a través de PayPal, Venmo o tarjeta de pago digital en lugar de un cheque, enviando su dirección de correo electrónico junto con su Forma de Reclamo. Cualquier persona que no elija recibir el pago a través de PayPal, Venmo o tarjeta de pago digital, recibirá su pago a través de cheque ordinario enviado por el Correo de EE.UU.

El proceso de aprobación puede tardar tiempo. Por favor sea paciente y consulte [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) para estar actualizado.

**25. ¿Qué sucede si queda dinero después de que se hayan pagado todos los Reclamos del Acuerdo?**

No se devolverá a Logan Health ninguna parte del dinero del Fondo del Acuerdo de \$4.3 millones. Todo el dinero que reste en el Fondo del Acuerdo después de 150 días de la distribución de los pagos a los Miembros de la Clase se distribuirá de manera proporcional (a partes iguales) entre todos los Miembros de la Clase con los reclamos aprobados, que cobraron o depositaron su cheque inicial o recibieron los fondos del Acuerdo a través de medios digitales. En caso de que quede dinero de cheques no cobrados, ese dinero restante se distribuirá al beneficiario sin fines de lucro Montana Justice Foundation (Fundación para la Justicia de Montana), como lo exige la ley de Montana.

**LOS ABOGADOS QUE LO REPRESENTAN**

**26. ¿Tengo un abogado en este caso?**

Sí, la Corte ha designado a Andrew W. Ferich de Ahdoot & Wolfson, PC, John Heenan de Heenan & Cook, David R. Paoli de Paoli Law Firm, P.C., y John A. Yanchunis de Morgan & Morgan, como los Abogados de la Clase para que lo representen a usted y a la Clase para los propósitos de este Acuerdo. Usted puede contratar a su propio abogado por su propia cuenta y costo si desea que alguien que no sean los Abogados de la Clase lo represente en esta Demanda.

**27. ¿Cómo se les pagará a los Abogados de la Clase?**

Los Abogados de la Clase presentarán una petición solicitando a la Corte que les adjudique honorarios de abogados de hasta un máximo del 33 1/3% de los \$4.3 millones del Fondo del Acuerdo (es decir, \$1,433,333), más costos y gastos razonables. También le pedirán a

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la Corte que apruebe hasta \$3,500 en Adjudicaciones de Servicio para cada uno de los Representantes de la Clase por participar en esta Demanda y por sus esfuerzos para lograr el Acuerdo. Si se conceden, estas cantidades se deducirán del Fondo del Acuerdo antes de realizar los pagos a los Miembros de la Clase. La Corte puede adjudicar menos de estas cantidades

La solicitud de los Abogados de la Clase para los honorarios y gastos de los abogados, y las Adjudicaciones de Servicio se harán disponibles en el Sitio Web del Acuerdo en [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) antes de la fecha límite para que usted comente u objete al Acuerdo. Usted puede solicitar una copia de la solicitud comunicándose con el Administrador del Acuerdo, al 1-888-317-0380.

### **EXCLUIRSE DEL ACUERDO**

Si usted es un Miembro de la Clase y desea mantener cualquier derecho que pueda tener para demandar o continuar demandando a Logan Health por su cuenta sobre la base de los reclamos presentados en esta Demanda o liberados por los Reclamos Liberados, entonces usted debe tomar medidas para salirse del Acuerdo. Esto se llama excluirse o “optar por no participar” en el Acuerdo.

#### **28. ¿Cómo puedo salir del Acuerdo?**

Para excluirse del Acuerdo, usted debe llenar por completo y firmar una Solicitud de Exclusión. La Solicitud de Exclusión debe ser por escrito e identificar el nombre del caso *Tafelski, et. al. v. Logan Health Medical Center*, Caso No. ADV-22-0180; indicar el nombre, la dirección y el número de teléfono de los Miembros de la Clase que solicitan la exclusión; ser firmada físicamente por la(s) Persona(s) que solicita(n) la exclusión; y también debe contener una declaración a los efectos de que “Yo/Nosotros por el presente solicito/solicitamos ser excluido/s de la Clase del Acuerdo propuesta en *Tafelski, et. al. v. Logan Health Medical Center*, Caso No. ADV-22-0108.” La Solicitud de Exclusión debe ser (i) presentada electrónicamente en el Sitio Web del Acuerdo, o (ii) tener el sello postal o ser recibida por el Administrador del Acuerdo en la dirección que se indica a continuación a no más tardar el **13 de febrero del 2023**:

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

Usted no puede excluirse por teléfono o por correo electrónico.

#### **29. Si me excluyo, ¿todavía puedo obtener Servicios de Monitoreo de Crédito, o un Pago del Acuerdo?**

No. Si se excluye, le está diciendo a la Corte que no desea ser parte del Acuerdo. Solo puede obtener Servicios de Monitoreo de Crédito o un pago en efectivo si permanece en el Acuerdo y presenta una Forma de Reclamo válida.

#### **30. Si no me excluyo, ¿puedo demandar a Logan Health por lo mismo más adelante?**

No. A menos de que se excluya, usted renuncia a cualquier derecho de demandar a Logan Health y a las Partes Liberadas por los reclamos que este Acuerdo resuelve. Usted debe excluirse de esta Demanda para iniciar o continuar con su propia demanda o ser parte de cualquier otra demanda en contra de Logan Health o cualquiera de las Partes Liberadas. Si tiene una demanda pendiente, hable inmediatamente con su abogado en ese caso.

### **OBJETAR A U COMENTAR SOBRE EL ACUERDO**

#### **31. ¿Cómo le digo a la Corte que no me gusta el Acuerdo?**

Usted puede pedirle a la Corte que rechace la aprobación del Acuerdo presentando una objeción. Usted no puede pedirle a la Corte que ordene un acuerdo diferente; la Corte sólo puede aprobar o rechazar el Acuerdo. Si la Corte rechaza la aprobación, no se enviará ningún pago del acuerdo y el juicio continuará. Si eso es lo que quiere que ocurra, usted debe objetar.

Cualquier objeción al acuerdo propuesto debe presentarse por escrito. Si presenta a tiempo una objeción por escrito, usted puede, pero no está obligado, a comparecer en la Audiencia de Aprobación Final, ya sea en persona o a través de su propio abogado. Si comparece a través de su propio abogado, usted será responsable de contratar y pagar a dicho abogado. Todas las objeciones escritas y documentos de apoyo deben (a) identificar claramente el nombre y número del caso (*Tafelski, et. al. v. Logan Health Medical Center*, Caso No. ADV-22-0180); (b) indicar su nombre completo, dirección postal actual y número de teléfono; (c) contener una declaración firmada de que usted cree que es miembro de la Clase del Acuerdo; (d) identificar los motivos específicos de la objeción; (e) incluir todos los documentos o escritos que desea que la Corte considere; (f) contener una declaración con respecto a si usted (o el abogado de su elección) tiene la intención de comparecer en la Audiencia de Aprobación Final; (g) ser presentadas a la Corte, ya sea por correo al Octavo Distrito Judicial de Montana para el Condado de Cascade, 415 2nd Ave. N., Great Falls, MT 59401; y (h) presentarse ante la Corte o tener el sello postal a no más tardar el **13 de febrero del 2023**.

#### **32. ¿Cuál es la diferencia entre objetar y solicitar la exclusión?**

**¿Preguntas? Ir a [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) o llamar a 1-888-317-0380.**  
**Este Acuerdo afecta sus derechos legales aún si usted no hace nada.**



Objetar es decirle a la Corte que a usted no le gusta algo del Acuerdo. Sólo puede objetar si permanece en la Clase (es decir, si no se excluye). Solicitar la exclusión es decirle a la Corte que no desea ser parte de la Clase o del Acuerdo. Si se excluye, usted no puede objetar al Acuerdo porque ya no le afecta.

### LA AUDIENCIA DE APROBACIÓN FINAL

#### 33. ¿Cuándo y dónde decidirá la Corte si aprueba el Acuerdo?

La Corte llevará a cabo una Audiencia de Aprobación Final el **9 de marzo del 2023** a las **9:00 a.m.** ante el Honorable John Parker, Corte de Distrito del Octavo Distrito Judicial del Condado de Cascade, 415 2nd Ave. N., Great Falls, MT 59401.

La fecha y hora de la Audiencia de Aprobación Final están sujetas a cambios sin previo aviso a la Clase del Acuerdo. Los Miembros de la Clase deben consultar el Sitio Web del Acuerdo (ver Pregunta 37) para confirmar si se ha modificado la fecha de la Audiencia de Aprobación Final.

En esta audiencia, la Corte considerará si el Acuerdo es justo, razonable y adecuado, y decidirá si aprueba: el Acuerdo; la solicitud de los Abogados de la Clase de honorarios de abogados, costos y gastos; y las Adjudicaciones de Servicio a los Representantes de la Clase. Si hay objeciones, la Corte las considerará. La Corte también escuchará a las personas que hayan solicitado hablar en la audiencia.

#### 34. ¿Tengo que venir a la Audiencia de Aprobación Final?

No. Los Abogados de la Clase contestarán a cualquier pregunta que la Corte pueda tener. Sin embargo, le invitamos a asistir por su propia cuenta. Si envía una objeción, no es necesario que venga a la Corte para hablar sobre ella. Siempre que envíe su objeción por escrito a tiempo, la Corte la tomará en cuenta.

#### 35. ¿Puedo hablar en la Audiencia de Aprobación Final?

Sí. Si desea asistir y hablar en la Audiencia de Aprobación Final, usted debe indicarlo en su objeción por escrito (ver Pregunta 31). Su objeción debe indicar que tiene la intención de comparecer en la Audiencia de Aprobación Final e identificar a los testigos que pueda llamar a declarar o las pruebas que tenga la intención de presentar en la Audiencia de Aprobación Final. Si tiene previsto que su abogado hable en su nombre en la Audiencia de Equidad, su objeción también debe incluir el nombre, la dirección y el número de teléfono de su abogado.

### SI USTED NO HACE NADA

#### 36. ¿Qué sucede si no hago nada en absoluto?

Si usted es un Miembro de la Clase y no hace nada, no recibirá ningún Beneficio del Acuerdo. Usted también renunciará a ciertos derechos, incluyendo su derecho a iniciar una demanda, continuar con una demanda o ser parte de cualquier otra demanda en contra de Logan Health o cualquiera de las Partes Liberadas sobre los asuntos legales en esta Demanda y liberados por la Resolución del Acuerdo.

### OBTENER MÁS INFORMACIÓN

#### 37. ¿Cómo puedo obtener más información?

Este Aviso resume el Acuerdo propuesto. Para conocer los términos y condiciones precisos del Acuerdo, consulte el Acuerdo disponible en [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) o visitando la oficina de la Corte de Distrito del Condado de Cascade del Octavo Distrito Judicial, 415 2nd Ave. N., Great Falls, MT 59401, entre las 8:30 a.m. y las 4:30 p.m., de lunes a viernes, excluyendo los días feriados de la Corte.

Si usted tiene alguna pregunta sobre el Acuerdo propuesto o sobre cualquier aspecto de este Aviso, usted puede comunicarse con los Abogados de la Clase en:

|  |   |   |  |
|--|---|---|--|
| Andrew Ferich of<br>Ahdoot & Wolfson, PC<br>c/o Logan Health Data Breach<br>Settlement | John Heenan of Heenan &<br>Cook<br>c/o Logan Health Data<br>Breach Settlement | David R. Paoli<br>Paoli Law Firm P.C.<br>c/o Logan Health Data<br>Breach Settlement | John A. Yanchunis<br>Morgan & Morgan<br>c/o Logan Health Data<br>Breach Settlement |
|--|---|---|--|

**POR FAVOR, NO SE COMUNIQUE CON LA CORTE O CON LA OFICINA DEL SECRETARIO DE LA CORTE PARA PREGUNTAR SOBRE ESTE ACUERDO O SOBRE EL PROCESO DE RECLAMO.**

**¿Preguntas? Ir a [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) o llamar a 1-888-317-0380.  
This Settlement affects your legal rights even if you do nothing.**

## **FORMA DE RECLAMO PARA LOS BENEFICIOS DE LA FILTRACIÓN DE LOS DATOS DE LOGAN HEALTH**

**UTILICE ESTA FORMA PARA PRESENTAR UN RECLAMO PARA EL REEMBOLSO DE LAS PÉRDIDAS FUERA DE SU BOLSILLO, Y/O EL TIEMPO VERIFICADO, SERVICIOS DE MONITOREO DE CRÉDITO, O UN PAGO ALTERNATIVO EN EFECTIVO.**

**La FECHA LÍMITE para presentar esta Forma de Reclamo debe tener el sello postal antes del:  
3 de abril del 2023**

### **I. INSTRUCCIONES GENERALES**

Si usted es una persona cuya Información Personal fue comprometida como resultado de una filtración de datos que ocurrió cuando los sistemas de red de Logan Health Medical Center (“Logan Health”) fueron comprometidos en un sofisticado ciberataque criminal que afectó a ciertos archivos de Logan Health que contenían información de los pacientes de Logan Health y otras personas afiliadas (el “Incidente de Seguridad de Datos”) usted es un Miembro de la Clase.

Como un Miembro de la Clase, usted es elegible para hacer un reclamo por **uno o más de los siguientes**:

- **Reembolso de las Pérdidas Fuera de su Bolsillo:** todos los Miembros de la Clase pueden presentar un reclamo de hasta \$25,000 para el reembolso de Pérdidas Fuera de su Bolsillo, que debe estar apoyado por (i) documentación de un tercero que apoye la pérdida; y (ii) una breve descripción de la naturaleza de la pérdida. Un reclamo por Pérdidas Fuera de su Bolsillo puede combinarse con el reembolso por el Tiempo Verificado, pero en ninguna circunstancia un Miembro de la Clase del Acuerdo será elegible para recibir más de los \$25,000.00.
- **Reembolso por el Tiempo Verificado:** todos los Miembros de la Clase pueden presentar un reclamo para el reembolso del Tiempo Verificado de hasta cinco (5) horas por \$25 por hora, que debe estar apoyado por una breve descripción de las acciones tomadas en respuesta al Incidente de Seguridad de Datos y el tiempo asociado con cada acción. Un reclamo por el Tiempo Verificado puede combinarse con el reembolso de las Pérdidas Fuera de su Bolsillo, pero en ningún caso un Miembro de la Clase del Acuerdo será elegible para recibir más de \$25,000.00.

Además de reclamar el reembolso de las Pérdidas Fuera de su Bolsillo y/o del Tiempo Verificado, los Miembros de la Clase también tienen derecho a presentar un reclamo por cualquiera de los **dos** conceptos:

- **Servicios de Monitoreo de Crédito:** un Miembro de la Clase puede presentar un reclamo por hasta tres (3) años de Servicios de Monitoreo de Crédito a través de Global Cyber Group for Intersections, LLC d/b/a Pango (“Pango”), sin importar si el Miembro de la Clase presenta un reclamo para el reembolso de las Pérdidas Fuera de su Bolsillo o Tiempo Verificado. Un Miembro de la Clase no puede presentar un reclamo para Servicios de Monitoreo del Crédito y el Pago Alternativo en Efectivo según el Acuerdo.
  - **Servicios de Monitoreo de Menores:** Los Miembros de la Clase menores de dieciocho (18) años en o antes de la Fecha Límite de Reclamos son automáticamente elegibles para inscribirse en los Servicios de Monitoreo de Menores proporcionados por Pango por un período de tres (3) años a partir de la Fecha Efectiva, sin importar si presentan un reclamo según el Acuerdo.

**O:**

- **Pago Alternativo en Efectivo:** en lugar de los Servicios de Monitoreo de Crédito, un Miembro de la Clase que no sea elegible automáticamente para los Servicios de Monitoreo de Menores puede optar por recibir un pago en efectivo por una cantidad igual a una distribución proporcional del Fondo Neto del Acuerdo pero que, en ningún caso, exceda los \$125.

**¿Preguntas? Ir a [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) o llamar a 1-888-317-0380.**

Si un Miembro Participante de la Clase del Acuerdo intenta reclamar tanto los Servicios de Monitoreo de Crédito como el Pago Alternativo en Efectivo según el Acuerdo, el Administrador del Acuerdo está autorizado a comunicarse con el Miembro de la Clase del Acuerdo (por correo electrónico, teléfono o correo postal de EE.UU.) para solicitar explicaciones sobre qué beneficio él o ella desea seleccionar.

El Administrador del Acuerdo le enviará un código de activación a cada Miembro Participante de la Clase del Acuerdo quién es elegible para los Servicios de Monitoreo de Crédito dentro de los treinta (30) días después de la Fecha Efectiva que podrá utilizarse para activar los Servicios de Monitoreo de Crédito a través de un sitio web de inscripción mantenido por Pango. Dichos códigos de inscripción se enviarán por correo electrónico, a menos de que el reclamante no haya proporcionado una dirección de correo electrónico, en cuyo caso dichos códigos se enviarán por correo postal de EE.UU. Los reclamantes de los Servicios de Monitoreo del Crédito podrán activar los Servicios de Monitoreo de Crédito durante un periodo de al menos 60 días a partir de la fecha en que el Administrador del Acuerdo envíe el código de activación. Pango proporcionará Servicios de Monitoreo a todos los reclamantes válidos que activen oportunamente dichos servicios por un período de tres (3) años a partir de la fecha de activación.

Los pagos en efectivo pueden ser reducidos proporcionalmente (a partes iguales) o aumentados proporcionalmente según el número de Miembros de la Clase que presenten reclamos. La información completa sobre el Acuerdo y sus beneficios está disponible en [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com).

Esta Forma de Reclamo puede ser presentada en línea en [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) o llenada por completo y enviada por correo a la dirección que se indica a continuación. Escriba a máquina o con letra de imprenta legible toda la información solicitada, con tinta azul o negra. Envíe su Forma de Reclamo completa, incluyendo cualquier documentación de apoyo, por correo de EE.UU. a:

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

**II. INFORMACIÓN DEL RECLAMANTE**

El Administrador del Acuerdo utilizará esta información para todas las comunicaciones relacionadas con esta Forma de Reclamo y el Acuerdo. Si esta información cambia antes de la distribución de los pagos en efectivo y de los Servicios de Monitoreo de Crédito, usted debe notificar al Administrador del Acuerdo por escrito a la dirección que se indica anteriormente.

| Primer Nombre | Inicial del Segundo Nombre | Apellido |
|---------------|----------------------------|----------|
|               |                            |          |

Otro(s) Nombre(s)



Dirección Postal, Línea 1: Calle/P.O. Box



Dirección Postal, Línea 2:



|         |         |                |
|---------|---------|----------------|
| Ciudad: | Estado: | Código Postal: |
|         |         |                |

**¿Preguntas? Ir a [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) o llamar a 1-888-317-0380.**



Para presentar un reclamo para el Reembolso de las Pérdidas Fuera de su Bolsillo, **usted debe** (i) llenar por completo la información que se indica a continuación y/o en una hoja por separado presentada con esta Forma de Reclamo; (ii) firmar la declaración al final de esta Forma de Reclamo (sección X); y (iii) incluir la documentación de la tercera parte que apoye cada costo reclamado junto con esta Forma de Reclamo. Es necesario que el Administrador del Acuerdo considere que es más probable que las pérdidas económicas se deban al Incidente de Seguridad de Datos de Logan Health, sobre la base de la documentación que usted proporcione y de los hechos del Incidente de Seguridad de Datos de Logan Health. **El incumplimiento de los requisitos de esta sección puede dar lugar a que el Administrador del Acuerdo rechace su reclamo.**

| Tipo de Costo<br>( Llene todo lo que corresponda )  | Fecha Aproximada de Pérdida   | Cantidad de la Pérdida  | Descripción de la Documentación de Apoyo Razonable<br>( Identifique lo que adjunta y por qué )   |
|---|---|---|--|
| <input type="radio"/> Pérdidas o gastos por fraude no reembolsados  | <div style="border: 1px solid black; width: 100%; height: 20px; display: flex; justify-content: space-between; align-items: center;"> <span style="font-size: 12px;">/ /</span> </div> (mm/dd/aa) | <div style="border: 1px solid black; width: 100%; height: 20px; display: flex; align-items: center;"> <span style="font-size: 12px; margin-right: 5px;">\$</span> <span style="flex-grow: 1; border-bottom: 1px solid black;"></span> <span style="font-size: 12px; margin-left: 5px;">.</span> <span style="border-bottom: 1px solid black; width: 20px;"></span> </div> | <i>Ejemplos: Estado de cuenta con cargos no autorizados resaltados; correspondencia de la entidad financiera negándose a reembolsarle los cargos fraudulentos.</i>               |
| <input type="radio"/> Honorarios profesionales incurridos en relación con el robo de identidad o la falsificación de las declaraciones de impuestos   | <div style="border: 1px solid black; width: 100%; height: 20px; display: flex; justify-content: space-between; align-items: center;"> <span style="font-size: 12px;">/ /</span> </div> (mm/dd/aa) | <div style="border: 1px solid black; width: 100%; height: 20px; display: flex; align-items: center;"> <span style="font-size: 12px; margin-right: 5px;">\$</span> <span style="flex-grow: 1; border-bottom: 1px solid black;"></span> <span style="font-size: 12px; margin-left: 5px;">.</span> <span style="border-bottom: 1px solid black; width: 20px;"></span> </div> | <i>Ejemplos: Recibo por contratar un servicio que le ayude a resolver el robo de identidad; factura del contable por volver a presentar la declaración de la renta.</i>          |
| <input type="radio"/> Intereses perdidos u otros daños resultantes de un retraso en la devolución de impuestos estatales y/o federales en relación con la presentación fraudulenta de declaraciones de impuestos. | <div style="border: 1px solid black; width: 100%; height: 20px; display: flex; justify-content: space-between; align-items: center;"> <span style="font-size: 12px;">/ /</span> </div> (mm/dd/aa) | <div style="border: 1px solid black; width: 100%; height: 20px; display: flex; align-items: center;"> <span style="font-size: 12px; margin-right: 5px;">\$</span> <span style="flex-grow: 1; border-bottom: 1px solid black;"></span> <span style="font-size: 12px; margin-left: 5px;">.</span> <span style="border-bottom: 1px solid black; width: 20px;"></span> </div> | <i>Ejemplos: Carta del IRS o del Estado sobre fraude fiscal a su nombre; Documentos que reflejen el tiempo que esperó para recibir su devolución de impuestos y la cantidad.</i> |
| <input type="radio"/> Congelación de crédito  | <div style="border: 1px solid black; width: 100%; height: 20px; display: flex; justify-content: space-between; align-items: center;"> <span style="font-size: 12px;">/ /</span> </div> (mm/dd/aa) | <div style="border: 1px solid black; width: 100%; height: 20px; display: flex; align-items: center;"> <span style="font-size: 12px; margin-right: 5px;">\$</span> <span style="flex-grow: 1; border-bottom: 1px solid black;"></span> <span style="font-size: 12px; margin-left: 5px;">.</span> <span style="border-bottom: 1px solid black; width: 20px;"></span> </div> | <i>Ejemplos: Avisos o estados de cuenta que reflejen el pago de una congelación de crédito:</i>  |
| <input type="radio"/> Monitorización de Crédito que se ordenó después del 22 de noviembre del 2021 hasta la fecha en que los Servicios de Monitoreo de Crédito estén disponibles a través de este Acuerdo         | <div style="border: 1px solid black; width: 100%; height: 20px; display: flex; justify-content: space-between; align-items: center;"> <span style="font-size: 12px;">/ /</span> </div> (mm/dd/aa) | <div style="border: 1px solid black; width: 100%; height: 20px; display: flex; align-items: center;"> <span style="font-size: 12px; margin-right: 5px;">\$</span> <span style="flex-grow: 1; border-bottom: 1px solid black;"></span> <span style="font-size: 12px; margin-left: 5px;">.</span> <span style="border-bottom: 1px solid black; width: 20px;"></span> </div> | <i>Ejemplo: Recibos o estados de cuenta que reflejen las compras realizadas por servicios de monitorización del crédito</i>  |

¿Preguntas? Ir a [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com) o llamar a 1-888-317-0380.

|  |   |   |  |   |   |  |   |   |  |  |    |  |  |  |  |  |  |  |   |  |  |  |
|--|---|---|--|---|---|--|---|---|--|--|----|--|--|--|--|--|--|--|---|--|--|--|
| <input type="radio"/> Otros gastos como notaría, fax, franqueo, fotocopias, kilometraje y teléfono de larga distancia. | <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;">/</td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;">/</td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> </tr> </table><br>(mm/dd/aa) |   |  | / |   |  | / |   |  | <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;">\$</td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;">.</td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> </tr> </table> | \$ |  |  |  |  |  |  |  | . |  |  | <i>Ejemplo: Facturas de teléfono, recibos de gasolina, recibos de franqueo; lista detallada de los lugares a los que viajó (por ejemplo, comisaría de policía, oficina del IRS), indicación del motivo por el que viajó allí (por ejemplo, informe de la policía o carta del IRS relativa a: declaración de impuestos falsificada) y número de kilómetros que recorrió para remediar o solucionar problemas relacionados con el Incidente de Seguridad de Datos de Logan Health.</i> |
|  |   | / |  |   | / |  |   |   |  |  |    |  |  |  |  |  |  |  |   |  |  |  |
| \$   |   |   |  |   |   |  |   | . |  |  |    |  |  |  |  |  |  |  |   |  |  |  |
| <input type="radio"/> Otros (proporcione una descripción detallada)  | <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;">/</td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;">/</td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> </tr> </table><br>(mm/dd/aa) |   |  | / |   |  | / |   |  | <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;">\$</td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;">.</td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> </tr> </table> | \$ |  |  |  |  |  |  |  | . |  |  | <i>Por favor, proporcione una descripción detallada a continuación o en un documento separado presentado con esta Forma de Reclamo:</i>  |
|  |   | / |  |   | / |  |   |   |  |  |    |  |  |  |  |  |  |  |   |  |  |  |
| \$   |   |   |  |   |   |  |   | . |  |  |    |  |  |  |  |  |  |  |   |  |  |  |

**Si usted no presenta documentación de tercera parte que apoye un reclamo de Reembolso para las Pérdidas Fuera de su Bolsillo, o su reclamo del Reembolso para las Pérdidas Fuera de su Bolsillo es rechazado por el Administrador del Acuerdo por cualquier razón y usted no remedia el defecto, usted no será elegible para recibir el reembolso para dichas pérdidas.**

## VII. REEMBOLSO POR EL TIEMPO VERIFICADO

Por favor, marque esta casilla para esta sección si opta por solicitar el reembolso del Tiempo Verificado que dedicó para prevenir o mitigar el fraude y el robo de identidad después del anuncio del Incidente de Seguridad de Datos. Los Miembros de la Demanda Colectiva que opten por presentar una Demanda de reembolso por Tiempo Verificado podrán reclamar hasta cinco (5) horas de tiempo perdido a una tarifa de \$25 por hora, para un máximo de \$125.

Por favor, indique a continuación cuánto tiempo (redondee a la hora más cercana y marque sólo una casilla) dedicó para prevenir o mitigar el fraude y el robo de identidad después del anuncio del Incidente de Seguridad de Datos de Logan Health:

1 Hora    
  2 Horas    
  3 Horas    
  4 Horas    
  5 Horas

**Ejemplos:** Usted dedicó al menos una hora completa a llamar a los teléfonos de atención al cliente, escribir cartas o correos electrónicos o navegar por Internet para intentar que se anularan o reembolsaran los cargos no autorizados. Por favor, tenga en cuenta que el tiempo que se tarda en llenar por completo esta Forma de Reclamo no se puede reembolsar y no debería ser incluido en el número total de horas reclamadas.

**Requerido:** Si ha dedicado tiempo al teléfono o a Internet para intentar evitar el fraude o el robo de identidad, describa en el espacio siguiente lo que ha hecho o adjunte una copia de las cartas o correos electrónicos que haya escrito. Si dedicó tiempo a intentar que se anularan o reembolsaran cargos no autorizados, describa lo que hizo.



# EXHIBIT 2



A proposed Settlement for a data breach has been reached with Logan Health Medical Center (“Logan Health”). On 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, mailing addresses, dates of birth, telephone numbers, Social Security Numbers, as well as health information including medical record numbers, diagnosis and treatment information, dates of service, health billing and insurance claim information, and other personal health information.

**Who is Included?** If you received this Notice by mail or email, records indicate you are included in this Settlement. The Court decided that Settlement Class Members includes 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.

**What does the Settlement Provide?** The Settlement establishes a \$4.3 million Settlement Fund to be used to pay for Credit Monitoring Services, Alternative Cash Payments, reimbursement of Out-of-Pocket Losses and/or Attested Time; costs of Notice and administration; Service Awards to the Class Representatives; and attorneys’ fees, costs, and expenses. Also, Logan Health has agreed to undertake certain remedial measures and enhanced data security measures. Claimants may select between Credit Monitoring Services or an Alternative Cash Payment, as well as reimbursement for one or all of the following: Out-of-Pocket Losses and Attest Time, which will be made from the Fund in the following order:

**Reimbursement of Out-of-Pocket Losses** – reimbursement for certain Out-of-Pocket Losses, i.e., money spent or lost, fairly traceable to the Logan Health Data Security Incident (up to \$25,000), not otherwise reimbursable by a third party.

**Reimbursement of Attested Time** – reimbursement for lost time related to efforts undertaken to prevent or mitigate fraud and identity theft following the announcement of the Data Security Incident (up to \$125 per Class Member).

**Credit Monitoring Services** – up to three years of Credit Monitoring Services. If you elect to receive Credit Monitoring Services, you may also elect to receive reimbursement for Out-of-Pocket Losses and/or Attested Time, but you may not submit a claim for an Alternative Cash Payment.

**Alternative Cash Payment** – in the alternative to Credit Monitoring Services you may submit a claim for a cash payment, in an amount to be determined consistent with the Settlement. If you elect for an Alternative Cash Payment, you may also elect to receive reimbursement for Out-of-Pocket Losses and/or Attested Time, but you may not submit a claim for Credit Monitoring Services.

All payments may be increased or reduced pro rata depending on the number of Class Members that participate in the Settlement.

**How To Get Benefits:** You must complete and file a Claim Form online or by mail postmarked by **April 3, 2023**, including required documentation. You can file your claim online at [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com). You may also get a paper Claim Form at the website, or by calling the toll-free number, and submit by mail. **Please use the CPT ID and Passcode located on the other side of this postcard to access your Claim Form on the settlement website.**

**Your Other Options.** If you do not want to be bound by the Settlement, you must exclude yourself by **February 13, 2023**. If you do not exclude yourself, you will release any claims you may have against Logan Health or related parties related to the Logan Health Data Security Incident, as more fully described in the Settlement Agreement, available at the settlement website. If you do not exclude yourself, you may object to the Settlement by **February 13, 2023**.

**The Final Approval Hearing.** The Court has scheduled a hearing in this case (Tafelski, et. al. v. Logan Health Medical Center, Case No. ADV-22-0108) for **March 9, 2023**, to consider: whether to approve the Settlement, Service Awards, attorneys’ fees and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so.

**More Information.** Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and Settlement Agreement are available at [www.LoganHealthSettlement.com](http://www.LoganHealthSettlement.com), or by calling toll free 1-888-317-0380.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLACE  
STAMP  
HERE

Tafelski et. al. v. Logan Health Medical Center  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

**COURT APPROVED LEGAL NOTICE**

CASE NO. ADV-22-0108

**AS A RESULT OF THE LOGAN HEALTH  
DATA BREACH, YOU CAN GET CASH  
OR CREDIT MONITORING AND  
INSURANCE SERVICES TO PROTECT  
YOUR INFORMATION.**

*A MONTANA STATE COURT HAS  
AUTHORIZED THIS NOTICE. THIS IS NOT A  
SOLICITATION FROM A LAWYER.*

**COMPLETE AND RETURN YOUR  
CLAIM FORM BY APRIL 3, 2023.**

www.LoganHealthSettlement.com  
1-888-317-0380

PARA UNA NOTIFICACIÓN EN ESPAÑOL,  
LLAMAR 1-888-317-0380 O VISITAR  
NUESTRO SITIO WEB  
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**Tafelski et. al. v. Logan Health Medical  
Center**

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50 Corporate Park  
Irvine, CA 92606*

ELECTRONIC SERVICE REQUESTED

CPT ID: «ID»  
Passcode: «Passcode»  
«FullName»  
«Address1» «Address2»  
«City», «State» «Zip»

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**CHANGE OF ADDRESS FORM**

Please provide your correct name and current address (if different) here  
and return the postcard.

Former Name \_\_\_\_\_

New Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

# EXHIBIT 3

# EXHIBIT 3

## List of Class Member Exclusion Requests

*Patricia Tafelski, et al. v. Logan Health Medical Center* Case No. ADV-22-0108

| Name             |
|------------------|
| PARKS, KENNETH   |
| LAFFOON, SHIRLEY |
| TILLMAN, MARY    |
| TILLMAN, DARYL   |
| SASSAMAN, DEBORA |
| SASSAMAN, RONALD |

# **Exhibit C**

**HEENAN & COOK**  
John Heenan  
1631 Zimmerman Trail  
Billings, MT 59102  
Telephone: (406) 839-9091  
[john@lawmontana.com](mailto:john@lawmontana.com)

**AHDOOT & WOLFSON, PC**  
Andrew W. Ferich  
201 King of Prussia Road, Suite 650  
Radnor, PA 19087  
Telephone: (310) 474-9111  
[aferich@ahdootwolfson.com](mailto:aferich@ahdootwolfson.com)

**PAOLI LAW FIRM, P.C.**  
David R. Paoli  
257 West Front Street  
PO Box 8131  
Missoula, MT 59802  
Telephone: (406) 542-3330  
[davidpaoli@paoli-law.com](mailto:davidpaoli@paoli-law.com)

**MORGAN & MORGAN  
COMPLEX LITIGATION GROUP**  
John A. Yanchunis  
201 North Franklin Street, 7<sup>th</sup> Floor  
Tampa, Florida 33602  
Telephone: (813) 223-5505  
[jyanchunis@forthepeople.com](mailto:jyanchunis@forthepeople.com)

*Attorneys for Plaintiffs*

**MONTANA EIGHTH JUDICIAL DISTRICT COURT  
CASCADE COUNTY**

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|  |   |                          |
|--|---|--------------------------|
| PATRICIA TAFELSKI et. al., on behalf of<br>themselves and all others similarly situated, | ) | Cause No. ADV-22-0108    |
|  | ) |                          |
|  | ) |                          |
| Plaintiffs,  | ) | Honorable John W. Parker |
|  | ) |                          |
| v.   | ) |                          |
|  | ) |                          |
| LOGAN HEALTH MEDICAL CENTER,   | ) |                          |
|  | ) |                          |
| Defendant.   | ) |                          |

---

**DECLARATION OF CLASS COUNSEL IN SUPPORT OF PLAINTIFFS' UNOPPOSED  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

The undersigned, appointed Class Counsel, declare under oath as follows:

**HISTORY OF THE LITIGATION AND PLAINTIFFS’  
COUNSEL’S EFFORTS ON BEHALF OF THE CLASS**

1. On March 2, 2022, the action captioned *Tafelski v. Logan Health*, Case No. ADV-22-0108 was filed and assigned to this Court (“*Tafelski* Action”). On March 11, 2022, the action captioned *Smeltz v. Logan Health*, Case No. ADV-22-0124 was filed and also assigned to this Court (“*Smeltz* Action”).

2. On March 31, 2022, this Court appointed John Heenan of Heenan & Cook and Andrew W. Ferich of Ahdoot & Wolfson, PC as interim co-lead counsel.

3. On April 20, 2022, this Court entered an order consolidating the *Tafelski* and *Smeltz* Actions under No. ADV-22-0108 (“Consolidated Action”).

4. On June 24, 2022, this Court appointed David Paoli of Paoli Law Firm, PC and John Yanchunis of Morgan & Morgan as additional interim co-lead counsel in the Consolidated Action.

5. Proposed Class Counsel have been diligent in and committed to investigating claims on behalf of the Class. Prior to commencing this litigation, Class Counsel diligently investigated potential legal claims (and potential defenses thereto) arising from Defendant Logan Health Medical Center’s (“Logan Health”) failure to implement adequate and reasonable data security procedures and protocols necessary to protect PII/PHI.

6. Class Counsel has performed the following work on behalf of Plaintiffs and Class members (most of which is ongoing):

- a. Diligently investigated the circumstances surrounding the Data Breach;
- b. Articulated the nature of the Data Breach in a detailed complaint;
- c. Stayed abreast of and analyzed voluminous reports, articles, and other

public materials discussing the Data Breach and describing Logan Health's challenged conduct;

- d. Reviewed public statements concerning the Data Breach, including the contents of the breach notification letter sent to impacted Class members;
- e. Researched Logan Health's corporate structure and potential co-defendants;
- f. Fielded contacts numerous from victims and potential class members inquiring about this matter;
- g. Investigated the nature of the challenged conduct at issue here by interviewing potential clients who contacted them;
- h. Investigated the adequacy of the named Plaintiffs to represent the putative class;
- i. Drafted and filed an original initial complaint against Logan Health; and
- j. Communicated and met and conferred internally amongst Plaintiffs' counsel regarding the most efficient manner to organize this litigation, successfully engaging in private ordering and self-organizing leadership in this litigation.

#### **SETTLEMENT NEGOTIATIONS AND MEDIATION**

7. During the litigation, and following appointment as interim class counsel, the parties began engaging in preliminary and then more formal settlement negotiations. This included an exchange of information that Plaintiffs required in order to engage in settlement negotiations and the exchange of terms for global resolution of the claims of Plaintiffs and the class in advance of a mediation conducted by Judge Louis Meisinger (Ret.).

8. Proposed Class Counsel spent many hours preparing for the mediation, including



reviewing of informal discovery, preparing a detailed mediation statement, and engaging in pre-mediation meet and confer discussions with counsel for Logan Health.

9. On July 19, 2022, the parties attended an all-day mediation with Judge Meisinger. The settlement negotiations were hard-fought throughout and the settlement process was conducted at arm's length. At the end of the all-day mediation, the parties were at an impasse as to the amount of the common fund, so the mediator proposed a double-blind mediator's proposal of \$4.3 million for the common fund, which the parties mutually accepted. As a result of these negotiations, the parties were able to reach an agreement on the substantive terms of the Settlement by the conclusion of the mediation.

10. The parties, through their counsel, continued to negotiate and finalize the details of the Settlement over the following weeks, before signing the Settlement Agreement on October 7, 2022.

11. The Settlement resulted from arm's-length negotiations between experienced counsel with an understanding of the strengths and weaknesses of their respective positions in this lawsuit.

12. On October 26, 2022, Class Counsel filed a motion for preliminary approval of the Settlement, which included the Settlement Agreement and supporting notices and exhibits.

13. On December 2, 2022, the Court granted the motion for preliminary approval.

14. On January 10, 2023, Class Counsel filed Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards.

#### **THE FAIRNESS AND REASONABLENESS OF THE SETTLEMENT**

15. Based on Class Counsel's independent investigation of the relevant facts and applicable law, experience with other data breach cases, and the information provided by Logan

Health, Class Counsel has determined that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class.

16. The settlement terms include reimbursement of out-of-pocket losses, reimbursement for attested time, and three (3) years of free, three-bureau credit monitoring available to every participating settlement class member who elects to enroll. Credit monitoring by all three major credit bureaus is a more robust option and important because each agency operates independently from one another, and the information each receives from creditors can be different.

17. While the parties were able to secure discounted pricing based on the size of the class, the actual market value of this settlement benefit can fairly be estimated at approximately \$720 per class member (\$19.99 per class member for 36 months), to the non-minor class members who are eligible to enroll.

18. As part of the Credit Monitoring Services benefit, Settlement Class members will be entitled to access identity restoration services for a period of three (3) years, regardless of whether they submit a claim under the Settlement. This coverage provides class members with access to fraud resolution specialists who can assist with important tasks such as placing fraud alerts with the credit bureaus, disputing inaccurate information on credit reports, scheduling calls with creditors and other service providers, and working with law enforcement and government agencies to dispute fraudulent information. Settlement benefit allows even those class members who do not submit a claim under the Settlement to have access to help in the case they experience fraud or identity theft in the future.

19. As part of the Settlement, a parent or legal guardian of a Settlement Class Member who is a minor at the time the settlement is final may enroll the minor in three (3) years of Pango's

Minor Monitoring Services. These Minor Monitoring Services will be provided qualifying minors without the need to file a claim under the Settlement. Minor Monitoring Services include Social Security Number tracing to determine whether someone has applied for credit in the minor's name along with alerts of all names, aliases and addresses that become associated with the minor's credit file; internet surveillance that searches the web, chat rooms, and bulletin boards to identify trading or selling of the minor's Sensitive Information on the Dark Web; identity restoration and fraud resolution services; and \$1,000,000 in identity theft insurance for material damages that may occur against a minor whose credit file is misused.

20. In lieu of Credit Monitoring Services, but in addition to the out-of-pocket losses and attested time benefits, Settlement Class members may elect to receive a cash payment in an amount equal to a pro rata distribution of the remaining settlement funds after payment is allocated for Credit Monitoring Services/Identity Restoration Services, payments for Out-of-Pocket Losses, Attested Time, notice and administration costs, and service awards, attorneys' fees and expenses, but in no event shall any class member receive more than \$125 under this provision.

21. Given Class Counsel's experience studying claims rates and benefits selection in other data breach settlements, Class Counsel is confident the Settlement Fund will be sufficient to pay out all claims for Out-of-Pocket Losses, Attested Time, Credit Monitoring Services/Identity Restoration Services, and the costs and expenses of litigation and this settlement with funds remaining to make meaningful payments for Alternative Cash Payments. When a victim incurs out-of-pocket expenses relating to a data breach, it is typically associated with seeking advice about how to address the breach (e.g., paying for professional services), paying incidental costs associated with identity theft or fraud (e.g., overdraft fees or costs for sending documents by certified mail), or taking mitigative measures like paying for credit monitoring or credit restoration

services. As such, the out-of-pocket expenses associated with a data breach are generally relatively low, and rarely exceed several hundred dollars for any individual class member with losses. When victims spend more than this amount, it is typically associated with paying for professional services such as accountant or attorneys' fees. Thus, while there are situations where a class member can incur thousands of dollars in losses, which is accounted for in this Settlement, those instances are typically outliers.

22. Proposed Class Counsel compared submissions from multiple proposed claims administrators to ensure the approximate cost of notice and administration was competitive and fairly valued. After reviewing and comparing costs among the proposal, the parties agreed to engage CPT Group to serve as the Settlement Administrator, subject to the Court's approval.

23. Subject to Court approval, proposed the Notice Program involves direct mail notice to all the approximately 202,677 Settlement Class members. The approximate cost of notice and administration is \$194,000 - \$231,000, which will be paid from the Settlement Fund.

24. The record shows Class Counsel worked diligently to bring this case to resolution.

25. While the parties settled relatively early in the litigation, the parties had sufficient information to adequately evaluate the merits of the case. The parties exchanged significant information in conjunction with settlement negotiations that included the class size and demographics, information regarding the technical aspects of the breach, discovery of the breach, and duration and circumstances of the breach.

26. Class Counsel relied on their experience presenting expert evidence and litigating the key legal issues in other major data breach cases to assist in evaluating the merits of this case.

27. Class Counsel, a collective group with extensive experience in leading major data breach class actions, believe that the relief is fair, reasonable, adequate, and superior to many

comparable settlements on record.

28. Class Counsel are eminently qualified to represent the Settlement Class. They have extensive experience in prosecuting data breach cases, having represented data breach victims in numerous cases across the country. In this case, they have spent considerable time investigating class members' injuries and claims and negotiating a well-informed Settlement on behalf of the class.

29. Plaintiffs (i.e., the proposed Settlement Class Representatives) are members of the Settlement Class and do not possess any interests antagonistic to the Settlement Class. Like Settlement Class Members, they provided their Sensitive Information to Logan Health and were harmed because of the Data Security Incident. The proposed Class Representatives have the same interests as other class members as they are asserting the same claims and share the same injuries.

30. Additionally, Plaintiffs have vigorously prosecuted this case for the benefit of all Settlement Class Members by filing the underlying action, reviewing pleadings, conferring with Class Counsel, and providing input in crafting and approving the Settlement.

31. After the Court preliminarily approved the Settlement, Class Counsel continued to work with CPT to supervise dissemination of Notice to Class Members. The Notice procedures approved by the Court in its Preliminary Approval Order have been implemented, satisfying the requirements of Montana Rule of Civil Procedure 23 and due process.

**FINAL APPROVAL IS WARRANTED UNDER THE  
CIRCUMSTANCES PRESENTED BY THE SETTLEMENT**

32. Class Counsel relied on their experience presenting expert evidence and litigating the key legal issues in other major data breach cases to assist in evaluating the merits of this case.

33. Data breach cases present novel legal issues and, from the plaintiff's side of data breach litigation, are fraught with risk. As set forth above, Class Counsel further took into

consideration Defendant's wasting insurance policy and the fact that as litigation progressed, there would correspondingly be less insurance proceeds available to recover against for the benefit of Class Members. The claims presented were extremely technical, and the strengths of Plaintiffs' case weighs in favor of approving the Settlement.

34. The Settlement is a prudent course in view of the many risks presented by this Litigation, and the Settlement strikes an appropriate balance that fairly accounts for these risks by providing Class Members with a guaranteed and immediate recovery. The Settlement came at a critical juncture in the litigation, before litigation risks, efforts, and costs would truly begin to increase.

**PLAINTIFF SERVICE AWARDS; LITIGATION EXPENSES; ATTORNEYS' FEES**

35. The Settlement would not have been possible without the time and effort of each of the Class Representatives, who stepped forward on behalf of other Class Members, accepting the risk of negative publicity and the responsibility of cooperating in the litigation.

36. Without these individuals' investment of time, and their courage to step forward and vindicate the Class's rights, the Class would not have obtained the substantial relief offered by the Settlement.

37. The requested \$3,500 Service Award per Class Representative is reasonable and should be approved.

38. Class Counsel previously requested payment of \$23,334.12 as reimbursement for reasonable litigation expenses incurred by Class Counsel in connection with this litigation, which were incurred for the benefit of the Class. Plaintiffs incurred only those expenses that were reasonably necessary for the advancement and successful prosecution and resolution of this matter, and the amount of expenses sought is far less than the permissible amount under the Settlement.

39. Ahdoot Wolfson has *never* been reprimanded by any Court for time and billing practices in any of the firm's cases during its 25 year history.

40. Heenan & Cook has *never* been reprimanded by any Court for time and billing practices in any of the firm's cases during their collective 20 year history. Heenan & Cook has requested and received a 1/3 contingency fee on several occasions in Montana class action cases and cases where the district court must approve a fee award (such as personal injuries involving minors). No Montana judge has ever rejected a 1/3 contingency fee request by Heenan & Cook, nor has any Montana judge requested a lodestar cross-check before approving a requested 1/3 contingency fee award request by Heenan & Cook.

41. Paoli Law Firm P.C. and/or David R. Paoli have *never* been reprimanded by any Court for time and billing practices in any of the firm's cases during their collective 30 year history. Paoli Law Firm P.C. and/or David Paoli have requested and received a 1/3 contingency fee on several occasions in Montana class action cases and cases where the district court must approve a fee award (such as personal injuries involving minors or other disabled clients). No Montana judge has ever rejected a 1/3 contingency fee request by Paoli Law Firm P.C. and/or David R. Paoli, nor has any Montana judge requested a lodestar cross-check before approving a requested 1/3 contingency fee award request by Paoli Law Firm P.C. and/or David R. Paoli.

42. Mr. Yanchunis and the lawyers he oversees in the class action group at Morgan & Morgan have *never* been reprimanded by any Court for time and billing practices in any of the group's cases during its 13 year history. Mr. Yanchunis and the lawyers he oversees in the class action group at Morgna & Morgan have requested and received a 1/3 contingency fee on several occasions from trial courts for class action settlements in California, the Ninth Circuit, and even Montana where the trial court was required to approve a fee award. Mr. Yanchunis and the lawyers

he oversees in the class action group at Morgan & Morgan have been routinely recognized by trial courts in fee awards for their expertise in the area of privacy and data breach litigation. *See, e.g., Stoll, et al v. Musculoskeletal Institute*, No. 8:20-cv-01798-CEH-AAS, ECF No. 104 (M.D. Fla. July 27, 2022) (reviewing detailed billing records and finding that they “demonstrate the effort made to prosecute and settle this action” and finding that Mr. Yanchunis and his team have “extensive experience and knowledge in complex litigation” supporting a fee award with a positive multiplier); *Brown, et al v. Google LLC*, No. 4:20-cv-03664-YGR-SVK, ECF No. 631 (N.D. Cal.) (reviewing detailed billing records and finding that they supported an award of \$971,715.09 in fees and costs for successfully seeking and securing sanctions against Google in a substantial privacy case concerning the privacy of tens of millions of Americans).

Dated: February 16, 2023

I declare under penalty of perjury that the foregoing is true and correct.

/s/ John Heenan  
John Heenan

I declare under penalty of perjury that the foregoing is true and correct.

/s/ Andrew W. Ferich  
Andrew W. Ferich

I declare under penalty of perjury that the foregoing is true and correct.

/s/ David R. Paoli  
David R. Paoli

I declare under penalty of perjury that the foregoing is true and correct.

/s/ John Yanchunis  
John Yanchunis



# **Exhibit D**

**MONTANA EIGHTH JUDICIAL DISTRICT COURT  
CASCADE COUNTY**

|   |   |                         |
|---|---|-------------------------|
| WILLIAM HENDERSON et. al., on behalf<br>of themselves and all others similarly<br>situated, | ) |                         |
|   | ) | Cause No. CDV-19-0761   |
|   | ) |                         |
| Plaintiff,  | ) | Judge Elizabeth A. Best |
|   | ) |                         |
| vs  | ) | ORDER AND JUDGMENT      |
|   | ) |                         |
| KALISPELL REGIONAL HEALTHCARE,  | ) |                         |
|   | ) |                         |
| Defendant.  | ) |                         |
|   | ) |                         |
|   |   |                         |

WHEREAS, on November 3, 2020, a Preliminary Approval Order was entered by the Court preliminarily approving the proposed Settlement pursuant to the terms of the Parties' Settlement Agreement, and directing that notice be given to the Settlement Class.

WHEREAS, pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement, of the right of members of the Settlement Class to opt-out, and of the right of members of the Settlement Class to be heard at a Final Approval Hearing to determine, inter alia: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this Action with prejudice;

WHEREAS, a Final Approval Hearing was held on January 5, 2021. Prior to the Final Approval Hearing, a declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as prescribed in the Preliminary Approval Order. Class Members were therefore notified of their right to appear at

the Final Approval Hearing in support of or in opposition to the proposed Settlement, the award of Attorney's Fees and Costs to Class Counsel, and the payment of the Incentive Award.

NOW, THEREFORE, the Court having heard the presentation of Class Counsel and counsel for Defendants, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate and reasonable, having considered the Attorney's Fees and Cost application made by Class Counsel and the application for an Incentive Award to the Settlement Class Representative, and having reviewed the materials in support thereof, and good cause appearing:

THIS COURT FINDS AND ORDERS AS FOLLOWS:

1. The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.
2. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including the Settlement Class.
3. The Court hereby approves the Settlement, including the plans for implementation and distribution of the settlement relief, and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Class Members, within the authority of the parties and the result of extensive arm's-length negotiations. The Parties shall effectuate the Settlement Agreement in accordance with its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court.
4. There are four (4) objections and twelve (12) opt outs to the Settlement.

5. The Court has carefully reviewed and considered the objections, as well as the arguments from Class Counsel, and overrules the objections in their entirety. The Court specifically finds that:

- a. Mr. Heselwood excluded himself from the Settlement, and therefore has no standing to object. *Meta v. Manpower, Inc. / Cal. Peninsula*, No. 14-cv-03787-LHK, 2017 WL 7035754, at \*4 (N.D. Cal. July 24, 2017). To the extent this Court could consider Mr. Heselwood's objection, he has failed to demonstrate how the Settlement is inadequate or unfair. *In re Google Referrer Header Priv. Litig.*, 87 F. Supp. 3d 1122, 1137 (N.D. Cal. 2015); *Schechter v. Crown Life Ins. Co.*, No. 13-cv-5596, 2014 WL 2094323, at \*2 (C.D. Cal. May 19, 2014).
- b. Ms. Creighton's objections are overruled. In approving a Settlement, the Court is not tasked with determining a defendant's culpability; stated differently, any objection to a litigant's culpability does not bear on the issue of whether the Settlement is fair and adequate. *In re Ameritrade Account Holder Litig.*, No. C 07-2852 SBA, 2011 WL 4079226, \*12 (N.D. Cal. Sep. 13, 2011). Additionally, Ms. Creighton has not carried her burden in demonstrating how, based on her objections, the Settlement is inadequate or unfair to Class Members. *In re Google*, 87 F. Supp. 3d at 1137; *Schechter*, 2014 WL 2094323, at \*2.
- c. Ms. Keeley's objections are overruled. Ms. Keeley has failed to demonstrate how the Settlement is inadequate or unfair. *Ibid.* The amount of monetary and injunctive relief available to Class Members is substantial, including three

years of credit monitoring, five years of identity theft restoration services, up to \$15,000.00 for out-of-pocket expenses, and up to \$75.00 for time spent remediating issues from the data breach. This relief is adequate and fair, especially considering the risks of trial. *In re TD Ameritrade*, 2011 WL 4079226, at \*12.

- d. Ms. Nelson's objection is overruled. Ms. Nelson has failed to demonstrate how the Settlement is inadequate or unfair. *Ibid*. The relief under the Settlement addresses the concerns Ms. Nelson raises—Class Members are entitled to three years of credit monitoring and five years of identity theft restoration services. Resulting from a settlement, where the parties balance the interests of relief with litigation risks, Ms. Nelson has not demonstrate how the Settlement is inadequate or unfair. *In re Google*, 87 F. Supp. 3d at 1137; *Schechter*, 2014 WL 2094323, at \*2; *In re TD Ameritrade*, 2011 WL 4079226, at \*2.
- e. Ms. Wallace's objection is overruled. Like with the other objections, Ms. Wallace has failed to demonstrate how the Settlement is inadequate or unfair. *Ibid*. All Class Members are eligible for out-of-pocket damages up to \$15,000.00, \$75.00 for time spent, three years of credit monitoring, and five years of identity theft restoration services. There has been no showing of inadequacy or unfairness in reaching this Settlement.

6. The Settlement Class, which will be bound by this Final Approval Order and Judgment, shall include all members of the Settlement Class who did not submit timely and valid requests to be excluded from the Settlement Class.

7. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby certifies the following Settlement Class: the approximately 130,000 individuals who were sent notification by Kalispell that their Sensitive Information was or may have been compromised in the data breach disclosed by Kalispell in or about October 22, 2019.

8. All persons who have not made their objections to the Settlement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

9. Within the time period set forth in Article III, section 3 of the Settlement Agreement, the cash distributions provided for in the Settlement Agreement shall be paid to the various Settlement Class members submitting Valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

10. Upon the Effective Date, members of the Settlement Class who did not validly and timely opt-out shall, by operation of this Final Approval Order and Judgment, have fully, finally and forever released, relinquished and discharged Defendant from all claims that were or could have been asserted in the Action. The Court finds that the following individuals have validly and timely excluded themselves from the Settlement:

- a. George Bristol;
- b. Janet Bristol;
- c. Jessica Childress;
- d. Duane Duff;
- e. Jon Heselwood;
- f. Peggy Ann Huber;
- g. Irene Leib;

- h. Karen L. McElvain;
- i. Paul Valley;
- j. Marian Valley;
- k. Fred Walters; and
- l. Arlene Walters.

11. All members of the Settlement Class who did not validly and timely opt-out are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims against Defendant released pursuant to the Settlement Agreement.

12. The terms of the Settlement Agreement and this Final Approval Order and Judgment shall have maximum res judicata, collateral estoppel, and all other preclusive effect in any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorney's fees, costs, interest or expenses which were or could have been asserted in the Action or in any third party action.

13. The Final Approval Order and Judgment, the Settlement Agreement, the Settlement which it reflects and all acts, statements, documents or proceedings relating to the Settlement are not, and shall not be construed as, or used as an admission by or against Defendants of any fault, wrongdoing, or liability on the part of Defendant or of the validity or certifiability for litigation of any claims.

14. Class Counsel applied for an Incentive Award for class representatives of \$3,500 per representative. The Court finds an incentive award of \$3,500 per class representative is fair

and reasonable. These amounts are to be paid out of the Settlement Fund, in accordance with the Settlement Agreement.

15. Class Counsel requested an award of reasonable Attorney's Fees and Costs in the amount of \$1,400,000. The Court finds the requested fees and costs to be fair and reasonable pursuant to the non-exclusive factors approved by the Montana Supreme Court to determine a reasonable fee under the percentage of the recovery calculation. Specifically, the Court finds:

a. The percentage of the fund formula is preferable over the lodestar formula in this case given that the case did not present fee-shifting claims, Class Counsel undertook the case on a 1/3 contingency fee basis and class representatives agreed to this fee structure, the percentage of the fund formula incentivized Class Counsel to be efficient with the prosecution of this case and in seeking maximum relief to the class, particularly given the cannibalizing/wasting insurance policies at issue.

b. A 1/3 contingency fee is the standard for plaintiff's cases in general and common fund class action cases specifically.

c. This was a novel and complex case involving data breach claims and law.

d. Class Counsel expended significant time and resources in the prosecution of this case, warranting a standard 1/3 contingency fee payment.

e. This settlement reflects a significant monetary recovery for the class which could not have occurred without the diligence and hard work of Class Counsel, and is an excellent result.

f. Class Counsel are experienced in the fields of class actions and data breach cases and possessed the experience, skills and reputations to achieve the results secured.



g. Class Counsel undertook the significant risk of no recovery, and had to forego other lucrative work to prosecute this case on behalf of the class.

16. Class Counsel's request for attorney's fees and costs in the amount of \$1,400,000 is approved and awarded. These amounts are to be paid out of the Settlement Fund, in accordance with the Settlement Agreement.

17. The above-captioned Action is hereby dismissed against these Defendants in its entirety, with prejudice. Except as otherwise provided in this Final Approval Order and Judgment, the parties shall bear their own costs and attorney's fees. Without affecting the finality of the Judgment hereby entered, the Court reserves jurisdiction over the implementation of the Settlement, including enforcement and administration of the Settlement Agreement.

18. The Court hereby approves the distribution of the remaining value from the Settlement Fund to the Montana Justice Foundation pursuant to M.R.Civ.P. 23.

So Ordered this 5<sup>th</sup> day of January, 2020.



Elizabeth A. Best  
District Court Judge

cc: John Heenan  
David Paoli  
John Yanchunis/Jonathan Cohen  
Gary Zadick  
Jon Kardassakis