

IF YOU WERE NOTIFIED ON OR AROUND DECEMBER 19, 2022, THAT YOUR HEALTH INSURANCE INFORMATION WAS POTENTIALLY COMPROMISED AS A RESULT OF A CYBERATTACK ON MEDSTAR'S NETWORK, YOU MAY BE ENTITLED TO BENEFITS FROM A SETTLEMENT.

A court has authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against Metropolitan Area EMS Authority d/b/a MedStar Mobile Healthcare (“MedStar”) arising out of a cyberattack on MedStar’s network in October 2022. The information at issue may have included names, dates of birth, contact information, and additional personally identifiable information, as well as medical information protected by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).
- You are a “Settlement Subclass Member” if you were sent a letter by MedStar dated on or around December 19, 2022. The Settlement Subclass includes all persons whose medical information protected by HIPAA and other protected health information was potentially compromised as a result of the cyberattack that MedStar discovered in or around October 2022. The Settlement Subclass is included within the overall Settlement Class.
- The Settlement Agreement provides the following to Settlement Subclass Members who file a valid Claim:
 - **Out-of-Pocket Losses** – Settlement Subclass Members can file a Claim Form for up to \$3,000 in unreimbursed Out-of-Pocket Losses.
 - **Credit Monitoring** – Settlement Subclass Members can file a Claim Form for a one-year membership of single-bureau (“1Y/1B”) credit monitoring with up to \$1,000,000 in fraud insurance.
 - **Compensation for Lost Time** – Members of the Settlement Subclass can make an additional Claim for up to 4 hours of lost time at \$20/hour of time spent mitigating the effects of the Data Incident (up to a total of \$80 for lost time).

This Notice may affect your rights. Please read it carefully.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	You will be ineligible to receive any settlement benefits if you fail to submit a Claim Form.	February 23, 2024
EXCLUDE YOURSELF	Get no settlement benefits. Keep your right to file your own lawsuit against MedStar about the legal claims in this case.	January 24, 2024
OBJECT	Tell the Court why you do not like the Settlement Agreement. You will still be bound by the Settlement Agreement if the Court approves it. You may still file a Claim Form and/or receive Identity Theft Protection Services.	January 24, 2024
DO NOTHING	Get no settlement benefits. Be bound by the Settlement Agreement.	

- The Court in charge of this case must still decide whether to approve the Settlement Agreement and the requested attorneys’ fees and expenses. No settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes Final.

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BASIC INFORMATION

1. Why is this Notice being provided?

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

The case is known as *Kaether v. Metropolitan Area EMS Authority*; Cause No. 342-339562-23 (the “Litigation”). The person who filed this lawsuit is called the “Plaintiff” and the company sued, Metropolitan Area EMS Authority d/b/a MedStar Mobile Healthcare is referred to in this document as “MedStar” or the “Defendant.”

2. What is this lawsuit about?

On January 13, 2023, Plaintiff filed the class action lawsuit against MedStar based on a cyberattack on MedStar’s network in October 2022 (the “Incident”) alleging claims of negligence, breach of implied contract, negligence per se, breach of fiduciary duty, public disclosure of private facts, and unjust enrichment (the “Litigation”). On December 19, 2022, after a preliminary investigation, MedStar sent a letter to those whose data may have been exposed. The letter informed the relevant individuals that MedStar “recently suffered a cyberattack affecting portions of protected health information for individuals [they] have served, which may have included [the recipients’] information. On October 20, 2022, [MedStar] experienced issues with [its] network systems. [MedStar] promptly investigated and determined that a third party had accessed [MedStar’s] network. MedStar is providing this Notice to give [recipients] more information on what happened and what [MedStar is] doing in response. An unauthorized third party gained access to a restricted location in MedStar’s computer network that contained a number of files, including those with personal health information.”

No court or other entity has determined that MedStar committed any wrongdoing or violated any law, and MedStar denies all the claims asserted in the Litigation. By entering the settlement, MedStar is not admitting any wrongdoing or liability.

3. Why is the lawsuit a class action?

In a class action, a representative plaintiff or plaintiffs sues on behalf of all people who have similar claims. Together all these people are called a settlement class or settlement class members. One court resolves the issues for all settlement class members, except for those settlement class members who timely exclude themselves from the settlement class.

The proposed Plaintiff in this case is Scott Kaether.

4. Why is there a Settlement?

Plaintiff and MedStar do not agree about the claims made in this Litigation. The Litigation has not gone to trial, and the Court has not decided in favor of any Party. Instead, Plaintiff and MedStar have agreed to settle the Litigation. Plaintiff and the attorneys for the Settlement Subclass (“Class Counsel”) believe the settlement is best for all Settlement Subclass Members because of the settlement benefits and the risks and uncertainty associated with continued litigation, and the nature of the defenses raised by MedStar.

WHO IS INCLUDED IN THE SETTLEMENT?

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

Under the Settlement Agreement, the Court decided that the Class includes all persons whose Health Insurance Information was potentially compromised as a result of the cyberattack that MedStar discovered in or about October 2022. Additionally, the Court also certified a Settlement Subclass that includes all persons whose medical information protected by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and other protected health information was potentially compromised as a result of the cyberattack that MedStar discovered in or about October 2022. The Settlement Subclass is included within the overall Settlement Class.

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

Yes. Excluded from the Class are (1) any entity in which MedStar has a controlling interest and (2) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of MedStar. Excluded also from the Class are members of the judiciary to whom this case is assigned, their families, and members of their staff.

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 Settlement Subclass Member, you may go to the Settlement Website at MAEMSDataSettlement.com or call the Settlement Administrator's toll-free number at 1-877-581-2235.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Settlement Subclass Member and you file a valid and timely Claim Form by **February 23, 2024**, you may be eligible for the following settlement benefits:

Out-of-Pocket Losses - If you are a member of the Settlement Subclass, you can file a Claim Form for up to \$3,000 in unreimbursed Out-of-Pocket Losses related to the cyberattack that MedStar discovered in or about October 2022 (the "Data Incident"). Examples of potentially reimbursable losses include:

- Out-of-pocket expenses incurred as a result of the Data Incident, including bank fees, long-distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
- Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between October 20, 2022, and October 26, 2023;
- Monetary Losses incurred from identity theft or fraud as a result of the Data Incident, including unauthorized charges or purchases.

In order for your claimed out-of-pocket loss to qualify for a payment, the following conditions must be met:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Data Incident;
- The loss occurred between the time of the Data Incident and the time that claim forms are submitted;
- The loss is not already covered by one or more of the normal reimbursement categories; and
- The Settlement Subclass Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

In order to have your Claim Form for out-of-pocket losses approved, you must submit adequate documentation establishing your claim. This can include receipts or other documentation (not "self-prepared" by you) that documents the costs incurred. "Self-prepared" documents—such as handwritten receipts—are, by themselves, insufficient to receive reimbursement, but can be considered by the Settlement Administrator to add clarity or support other submitted documentation.

Credit Monitoring - MedStar will pay for credit monitoring services for Settlement Subclass Members for a one-year membership of single-bureau ("1Y/1B") credit monitoring with up to \$1,000,000 in fraud insurance. You can easily file your Claim Form for Credit Monitoring services at MAEMSDataSettlement.com.

Compensation for Lost Time - In addition to the above benefits, members of the Settlement Subclass can make an additional Claim for Compensation for Lost Time. MedStar will make additional compensation available to Settlement Subclass Members in the form of up to 4 hours of lost time at \$20/hour of time spent mitigating the effects of the Data Incident (up to a total of \$80 for lost time). Settlement Subclass Members may submit their claim for up to 4 hours of lost time with an attestation under oath that they spent the claimed time responding to issues raised by the Data Incident. Lost Time Claims can be filed at the Settlement Website. Settlement Subclass Members can also download an attestation form at the website and file by mail.

9. I am a Class Member, but how do I know if I am a member of the Settlement Subclass?

If you were sent a Notice of the settlement by Mail, the Notice will identify you as a member of the Settlement Subclass. On the Postcard Notice you were sent is a unique identifying number that you can use to file your Lost Time Claim on the Settlement Website.

10. What security measures are being taken going forward?

Under the settlement, MedStar agrees to implement and/or to keep in place the following (or better) security-related measures through December 31, 2024:

- Update its multi-factor authentication;
- Disable Outlook Anywhere access for its employees;
- Deploy security awareness training for its employees; and
- Lower the maximum recipients per email message.

Costs associated with these business practice commitments will be paid by MedStar separately and apart from other settlement benefits.

11. What am I giving up to receive Settlement Benefits or stay in the Settlement Subclass?

Unless you exclude yourself, you are choosing to remain in the Settlement Subclass. If the Settlement Agreement 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 MedStar and the Released Parties about the legal issues in this Litigation that are released by this settlement. The specific rights you are giving up are called "Released Claims."

12. What are the Released Claims?

The Settlement Agreement in Sections VI and XV describes the Release, Released Claims, and the Released Parties in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at MAEMSDataSettlement.com or in the public court records on file for this lawsuit. For questions regarding the Release and what it means, you can also contact one of the lawyers listed in Question 16 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

13. How do I make a claim for Settlement Benefits?

To submit a claim for reimbursement for Out-of-Pocket Losses, Credit Monitoring, and/or Lost Time, you must submit a valid Claim Form.

Settlement Subclass Members seeking reimbursement under the Settlement Agreement must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before **February 23, 2024**. Claim Forms may be submitted online at MAEMSDataSettlement.com or printed from the website and mailed to the Settlement Administrator at the address on the form. The quickest way to submit a claim is online. Claim Forms are also available by calling 1-877-581-2235 or by writing to:

MedStar Settlement Administrator
P.O. Box 2348
Portland, OR 97208-2348

14. 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 1-877-581-2235 or by writing to:

MedStar Settlement Administrator
P.O. Box 2348
Portland, OR 97208-2348

15. When will I receive my Settlement Benefits?

If you make a valid claim, payment will be provided by the Settlement Administrator after the Settlement Agreement is approved by the Court and becomes Final.

It may take time for the settlement to be approved and become Final. Please be patient and check MAEMSDataSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court has appointed Gary M. Klinger, Alexander Wolf, and John Nelson of Milberg Coleman Bryson Phillips Grossman and Joe Kendall of Kendall Law Group, PLLC, as Class Counsel to represent you and the Settlement 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 Litigation.

17. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees and costs in an amount not to exceed \$150,000 to be paid by MedStar. They will also ask the Court to approve a service award of \$2,500 to the Representative Plaintiff for participating in this Litigation and for his efforts in achieving the Settlement. If awarded by the Court, MedStar will pay reasonable fees, costs, expenses, and incentive awards directly. The Court may award less than the amounts sought by Representative Plaintiffs and Class Counsel.

Class Counsel's application for attorneys' fees, expenses, and service awards will be made available on the Settlement Website at MAEMSDataSettlement.com before the deadline for you to comment or object to the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Subclass Member and want to keep any right you may have to sue or continue to sue the Defendant on your own based on the claims raised in this Litigation 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.

18. How do I get out of the Settlement?

You may request to be excluded from the Settlement Subclass in writing by a request postmarked or submitted electronically via the Settlement Website on or before **January 24, 2024**. Your request must include the following:

- Your name, address, and telephone number;
- The name and number of this case: *Kaether v. Metropolitan Area EMS Authority*; Cause No. 342-339562-23;
- A statement that you wish to be excluded from the Settlement Class; and
- Your signature.

A request to be excluded sent to an address other than designated below or that is not electronically submitted or postmarked within the time specified will be invalid, and the person making the request will be considered a member of the Settlement Subclass and shall be bound as a Settlement Subclass Member by the Settlement Agreement, if approved.

If sent by mail, your exclusion request must be **postmarked** and sent to the Settlement Administrator at the following address by **January 24, 2024**:

MedStar Settlement Administrator
Exclusions
P.O. Box 2348
Portland, OR 97208-2348

If made electronically on the Settlement Website, your request to be excluded must be made by 11:59 p.m. Central Time on January 24, 2024.

19. If I exclude myself, can I still get anything from this Settlement?

No. If you exclude yourself, you are telling the Court you do not want to be part of the settlement. You can only get settlement benefits if you stay in the settlement and submit a valid Claim Form.

20. If I do not exclude myself, can I sue MedStar for the same thing later?

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

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Subclass Member, you can tell the Court you do not agree with all or any part of the settlement or the requested attorneys’ fees and expenses. You can also give reasons why you think the Court should not approve the Settlement Agreement or attorneys’ fees and expenses.

To object, you must file a timely written notice of your objection so it is received by **January 24, 2024**. Such notice must state

- Your full name, address, and current telephone number;
- The name and number of this case: *Kaether v. Metropolitan Area EMS Authority*; Cause No. 342-339562-23;
- All grounds for your objection, with factual and legal support for the stated objection, including any supporting materials;
- The identification of any other objections you have filed, or have had filed on your behalf, in any other class action cases in the last four years;
- Whether you intend to appear at the Final Approval Hearing; and
- Your signature.

If you are represented by counsel and file an objection, you must also provide the name and telephone number of your counsel.

To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court for the District Court of Tarrant County, Texas by **January 24, 2024**, with copies sent at the same time to the Settlement Administrator. The addresses for each are as follows:

THE COURT	SETTLEMENT ADMINISTRATOR
Office of the Clerk District Court of Tarrant County, Texas 100 N. Calhoun St. Fort Worth, TX 76196	Medstar Settlement Administrator Objections P.O. Box 2348 Portland, OR 97208-2348

Any Settlement Subclass Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Settlement Agreement shall not be permitted to object to the approval of the settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

22. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the settlement or requested attorneys’ fees and expenses. You can object only if you stay in the Settlement Subclass (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Settlement Subclass or the settlement. If you exclude yourself, you cannot object to the settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **April 3, 2024, at 10:00 a.m. EST.**

At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Subclass should be certified as a class pursuant to Rule 42(a), (b)(2), and (b)(3) for settlement and, if so, (1) consider any properly filed objections, (2) determine whether the settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connections therewith, and (3) enter the Final Approval Order, including final approval of the Settlement Subclass and the Settlement Agreement, and a Fee Award.

Note: The date and time of the Final Approval Hearing are subject to change. Any change will be posted at MAEMSDataSettlement.com.

24. Do I have to attend 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 speak about it. As long as you file or mail your written objection on time, the Court will consider it.

25. May I speak at the Final Approval Hearing?

Yes. As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this Litigation and settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to hire and pay for your own lawyer.

If you file an objection and you intend to appear at the Final Approval Hearing, either with or without counsel, you must state in your objection your intention to appear at the Hearing, and you must also identify any witnesses you may call to testify at the Final Approval Hearing and all exhibits you intend to introduce into evidence at the Final Approval Hearing. Any intended exhibits must also be attached to or included with the written objection.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Settlement Subclass Member and you do nothing, you will not receive any settlement benefits. You will give up rights explained in the “Excluding Yourself from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against MedStar or any of the Released Parties about the legal issues in this Litigation that are released by the Settlement Agreement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at MAEMSDataSettlement.com, by calling 1-877-581-2235, or by writing to:

MedStar Settlement Administrator
P.O. Box 2348
Portland, OR 97208-2348

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK OFFICE REGARDING THIS NOTICE.