

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

IN RE: AMERICAN MEDICAL  
COLLECTION AGENCY, INC.  
CUSTOMER DATA SECURITY BREACH  
LITIGATION

Civil Action No. 19-md-2904(MCA)(MAH)

This Document Relates To: *Other Labs  
Track*

**ORDER GRANTING PRELIMINARY  
APPROVAL OF PROPOSED SETTLEMENT  
BETWEEN PLAINTIFFS AND  
CARECENTRIX, INC. AUTHORIZING  
DISSEMINATION OF NOTICE OF THE  
SETTLEMENT, AND SCHEDULING A  
HEARING FOR FINAL APPROVAL OF THE  
PROPOSED SETTLEMENT**

WHEREAS, this matter having come before the Court by way of Plaintiffs' Motion for Preliminary Approval of Proposed Settlement Between Plaintiffs and CareCentrix, Inc. ("CareCentrix") Authorizing Dissemination of Notice of the Settlement, and Scheduling a Hearing for Final Approval of the Proposed Settlement ("Motion");

WHEREAS, on May 2, 2023 Plaintiffs, individually and on behalf of the putative Settlement Class (as defined below), and CareCentrix entered into a Settlement Agreement ("Settlement"), which, if finally approved by the Court, will result in the settlement of all claims asserted against the CareCentrix in the above-captioned action ("Action"); and

WHEREAS, in full and final settlement of the claims asserted against the CareCentrix, CareCentrix agrees to pay \$6,300,000 into a common fund for: the payment of claims asserted by individuals for whom CareCentrix coordinated healthcare benefits and were allegedly impacted by the AMCA Security Incident, plus administrative expenses and Plaintiffs' counsel fees to be awarded by the Court; and

WHEREAS, Plaintiffs have moved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure for an order preliminarily approving the Settlement Agreement, which sets forth the terms and conditions of the Settlement with CareCentrix;

WHEREAS, Plaintiffs have further moved for this Court's: (i) provisional certification of the CareCentrix Settlement Class, for purposes of effectuating the Settlement only; (ii) approval of the manner and form of notice of the Settlement to the Settlement Class; (iii) appointment of Angeion, Inc. as Settlement Administrator; (iv) approval of a proposed briefing schedule for (1) final approval of the Settlement and proposed plan for distribution of the Settlement Fund to eligible Settlement Class Members and (2) Class Counsel's application for attorneys' fees, reimbursement of expenses and Case Contribution Awards to Class Plaintiffs; and (v) scheduling of a date and time for the Fairness Hearing;

WHEREAS, Plaintiffs and CareCentrix have agreed to the entry of this Order (the "Order");

WHEREAS, all terms with initial capitalization used in this Order shall have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein; and

WHEREAS, the Court has considered the Settlement Agreement and the other documents submitted by the Parties in connection with Class Plaintiffs' Motion, and good cause appearing therefor:

IT IS THIS 20<sup>th</sup> day of ~~May~~ <sup>June</sup>, 2023

ORDERED as follows:

**I. Preliminary Approval of the Settlement**

1. Upon review of the record, the Court finds that the Settlement Agreement resulted from arm's-length negotiations between highly experienced counsel and falls within the range of possible approval. Therefore, the Settlement Agreement is hereby preliminarily approved, subject to further consideration thereof at the Fairness Hearing described below. The Court preliminarily finds that the Settlement set forth in the Settlement Agreement raises no obvious reasons to doubt its fairness and raises a reasonable basis for presuming that it satisfies the requirements under Rule

23 of the Federal Rules of Civil Procedure and due process so that notice of the Settlement should be given as provided in this Order.

2. At or after the Fairness Hearing, the Court shall determine, among other matters, whether the Settlement warrants final approval.

## **II. Provisional Certification of the Settlement Class**

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and solely for the purpose of effectuating the Settlement, this Court provisionally certifies a settlement class defined as “all individuals for whom CareCentrix coordinated healthcare benefits in the United States and whose Personally Identifiable Information (“PII”) was alleged as potentially exfiltrated between August 1, 2018 through March 30, 2019 in the AMCA Security Incident.” The following entities and individuals are excluded from the definitions of “Settlement Class Members” or “Class Members”:

- a. CareCentrix;
- b. Any entity in which CareCentrix has a controlling interest;
- c. Any parent or subsidiary of CareCentrix;
- d. Any entity that is controlled by CareCentrix;
- e. The officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns of CareCentrix;
- f. All judges and court personnel involved in this Action, along with their immediate family members.

The provisional certification of the Settlement Class shall be vacated if the Settlement is terminated or not approved by the Court.

4. Solely for purposes of effectuating the proposed Settlement, the Court preliminarily finds that the prerequisites for class action certification under Rule 23 of the Federal Rules of Civil Procedure are satisfied as: (a) the members of the Settlement Class are so numerous that joinder

of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Class Plaintiffs are typical of the claims of the Settlement Class; (d) the interests of all Settlement Class Members are adequately represented by Plaintiffs and Class Counsel; (e) the issues common to Settlement Class Members predominate over any individualized issues; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. These preliminary findings shall be vacated if the Settlement is terminated or not approved by the Court.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and solely for the purposes of effectuating the Settlement, Plaintiffs Brian G. Graifman, and Andrea Hall, on her own behalf and on behalf of L.D., a minor, are appointed as class representatives for the Settlement Class and Class Counsel are appointed as class counsel for the Settlement Class. These designations shall be vacated if the Settlement is terminated or not approved by the Court.

### **III. Notice to the Settlement Class**

6. The Court approves the appointment of Angeion Group, Inc. as Settlement Administrator for the Settlement.

7. The Court finds the proposed form of Notice to Settlement Class Members of the proposed Settlement between Plaintiffs and CareCentrix (“Notice”), the proposed summary form of notice (“Summary Notice”), and the proposed methods of dissemination thereof, as set forth herein, satisfy the requirements under Rule 23 of the Federal Rules of Civil Procedure and due process, and therefore are approved.

8. Within five (5) days of the date hereof, CareCentrix shall gather and provide to the Claims Administrator at CareCentrix’s expense and in such form as kept in the regular course of business (electronic format if available) the last known names and mailing and/or email addresses of Class Members were affected by the AMCA Security Incident.

9. The Settlement Administrator shall cause the Summary Notice, substantially in the form attached hereto as Exhibit 1, to be disseminated no later than forty-five (45) calendar days following the date of the entry of this Order (the "Notice Deadline") via first class mail, postage prepaid to each potential Settlement Class Member who is readily and reasonably identified.

10. On or before the Notice Date, the Settlement Administrator create a website for the Settlement using the domain name AMCADataSettlement-CCX.com (the "Settlement Website") and establish a settlement-specific toll-free telephone number.

11. The Settlement Administrator shall cause the Notice, substantially in the form attached hereto as Exhibit 2, and the Claim Form, substantially in the form attached hereto as Exhibit 3, to be posted on the Settlement Website as soon as practicable after the Notice Date.

12. On or before the Notice Date, the Settlement Administrator shall establish a post office box where Settlement Class Members can send completed Claim Forms, requests for exclusion, and other correspondence relating to the Settlement.

**IV. Schedule and Procedure for Requesting Exclusion and Submitting Objections**

13. The deadline for Settlement Class Members to request exclusion from the Settlement Class shall be sixty (60) days after the Notice Deadline.

14. As set forth in the Notice, in order to request exclusion, a Settlement Class Member must email or mail a written request to the following address:

CareCentrix Settlement Administrator  
Attn: Exclusions  
P.O. Box 58220  
Philadelphia, PA 19102

15. The written request for exclusion must include the following information: (i) a statement indicating the Settlement Class Member's desire to be excluded from the CareCentrix Settlement Class in *In Re: American Medical Collection Agency, Inc. Customer Data Security*

*Breach Litigation*, Civil Action 19-md-2904 (MCA)(MAH); (ii) the Settlement Class Member's full name, address, telephone number, and personal signature,

16. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above or the request for exclusion is otherwise accepted by the Court. Persons or entities that request exclusion from the Settlement Class shall not be entitled to share in the benefits of the Settlement, nor be bound by any judgment whether favorable or adverse.

17. The Settlement Administrator shall keep track of any and all requests for exclusion.

18. On or before seven (7) days after the Op-Out Deadline, the Claims Administrator shall provide to Class Counsel a report that summarizes the number of written notifications of exclusion received that week, the total number of written notifications of exclusion received to date, and other pertinent information as requested by Counsel.

19. Prior to the Final Approval Hearing, the Claims Administrator shall provide a sworn declaration that: (i) attests to implementation of the Notice Plan in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class;

20. Settlement Class Members who wish to object or otherwise be heard with respect to the Settlement, and to appear in person at the Fairness Hearing, must first file a written objection with the Court on or before sixty (60) days after the Notice Deadline. The objection must include: (i) the case caption, *In Re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation*, Civil Action 19-md-2904 (MCA)(MAH); (ii) the objector's full name, current address, personal signature and a statement of the grounds for the objection. If the objector is represented by an attorney, the objection must also set forth the identity of the attorney and the attorney's signature.

21. Any objections to the Settlement must also be sent to:

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN,  
BRODY & AGNELLO, P.C.  
5 Becker Farm Rd.  
Roseland, NJ 07068  
Tel. 973-994-1700

Lane W. Davis, Esq.  
NELSON MULLINS RILEY &  
SCARBOROUGH, LLP  
2 West Washington Street, Suite 400  
Greenville, SC 29601

Attorneys for CareCentrix

Joseph J. DePalma  
LITE DEPALMA GREENBERG LLC  
570 Broad Street, Suite 1201  
Newark, New Jersey 07102  
(973) 623-3000

Amy R. Keller  
DiCELLO LEVITT LLC  
Ten North Dearborn Street  
Sixth Floor  
Chicago, Illinois 60602

Class Counsel

22. Any Settlement Class Member who does not make their objection in the manner provided above shall be deemed to have waived their right to object to any aspect of the Settlement, the Plan of Distribution, and Class Counsel's requests for attorneys' fees, reimbursement of expenses and Case Contribution Awards Class Plaintiffs and shall be forever barred and foreclosed from objecting to the fairness, reasonableness or adequacy of the Settlement, the Plan of Distribution or the requested attorneys' fees and expenses, or from otherwise being heard concerning the Settlement, the Plan of Distribution or the requested attorneys' fees and expenses in this or any other proceeding.

**V. Schedule and Manner for Submitting Claim Forms**

23. Settlement Class Members who wish to participate in the Settlement and be eligible to receive a payment from the Settlement Fund must complete and submit a Claim Form in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim

Forms must be postmarked (if mailed) and received (if submitted online) no later than one hundred eighty (180) days after the Notice Deadline. Notwithstanding the foregoing, Class Counsel may, at its discretion, accept for processing late Claim Forms provided such acceptance does not delay the distribution of the Settlement Fund. By submitting a Claim Form, a person or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its claim and the subject matter of the Settlement.

24. Each Claim Form submitted must contain the information set forth the Claim Form to satisfy the conditions for claiming Out-of-Pocket Losses, Alternative Compensation Additional California Settlement Class Member Compensation, and whether they wish to enroll in Monitoring and Assisted Restoration Services. All claim forms: (a) must be properly completed, signed and submitted in a timely manner; and (b) if the person executing the Claim Form is acting in a representative capacity, a certification of his, her or its current authority to act on behalf of the Class Member must be included in the Claim Form to the satisfaction of Class Counsel or the Settlement Administrator; and (c) the Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

25. Any eligible Settlement Class Member that does not timely and validly submit a Claim Form or whose claim is not otherwise approved by the Court: (a) shall be deemed to have waived their right to share in the Settlement Fund; (b) shall be forever barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Settlement Agreement and the Settlement and all proceedings, determinations, orders and judgments in the Action relating thereto, including, without limitation, the judgment and the releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing,



maintaining or prosecuting any of the Released Claims against CareCentrix, as more fully described in the Settlement Agreement and Notice.

**VI. The Court's Final Approval Schedule and Fairness Hearing Date**

26. All briefs and materials in support of Class Counsel's fee and expense application, and any application for Case Contribution Awards to Class Plaintiffs, shall be filed with the Court no later than twenty-one (21) days before the Objection Deadline. The applications described in this paragraph shall promptly be posted on the Settlement Website, and shall be considered as separate and apart from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. All briefs and materials in support of final approval of the Settlement also shall be filed with the Court no later than twenty-one (21) days before the Objection Deadline.

27. All reply submissions, including any responses to any objections by Settlement Class Members, shall be filed with the Court no later than seven (7) calendar days prior to the date of the Fairness Hearing.

28. A hearing on final approval of the Settlement ("Fairness Hearing") shall be held before this Court on September 26, 2023 at 3:00 p. m. in the Courtroom assigned to the Honorable Madeline Cox Arleo, U.S.D.J., at the United States District Court for the District of New Jersey, Martin Luther King Federal Building, 50 Walnut Street, Newark, NJ 07102. At the Fairness Hearing, the Court will, among other things, consider:

- a. final certification of the Settlement Class for purposes of effectuating the Settlement with CareCentrix;
- b. the fairness, reasonableness and adequacy of the Settlement with CareCentrix and whether the Settlement should be finally approved and consummated according to its terms;
- c. whether the Court should approve the proposed Plan for Distribution of the Settlement Fund (*i.e.*, net of the costs of settlement administration and notice and any Court-awarded attorneys' fees, expenses and Case Contribution Awards) to eligible Settlement Class Members;

- d. whether notice of the Settlement constitutes due, adequate and sufficient notice of the Settlement meeting the requirements of due process and the Federal Rules of Civil Procedure;
- e. whether the Action shall be dismissed with prejudice as to CareCentrix;
- f. whether the release of any and all Released Claims with respect to CareCentrix shall be deemed effective as of Final Judgment;
- g. whether the Releasing Parties are permanently enjoined and barred from instituting, commencing, or prosecuting any action or other proceeding asserting any Released Claims against CareCentrix;
- h. whether the Court retains continuing and exclusive jurisdiction over the Settlement for all purposes, including its administration and execution and disputes that may arise concerning CareCentrix; and
- i. whether, under Federal Rule 54(b), there is any just reason for delay and whether an order of dismissal as CareCentrix shall be final and appealable and entered forthwith.

29. The Fairness Hearing may be rescheduled or continued; in this event, the Court will furnish all counsel with appropriate notice. Class Counsel shall be responsible for communicating any such notice promptly to the Settlement Class by posting conspicuous notice on the Settlement Website.

30. In the event that the Settlement does not become final, then, subject to approval of the Court, litigation of the Action against CareCentrix will resume in a reasonable manner to be approved by the Court upon joint application by the Parties.

31. If the Court does not grant final approval of the Settlement or the Settlement is terminated in accordance with the applicable provisions of the Settlement Agreement, the Settlement shall be deemed null and void and shall have no further force and effect, and neither the Settlement nor the negotiations leading to it shall be used or referred to by any person or entity in this or in any other action or proceeding for any purpose.

32. Neither this Order nor the Settlement Agreement nor any Settlement-related document nor any proceeding undertaken in accordance with the terms set forth in the Settlement Agreement or in any other Settlement-related documents, shall constitute, be construed as or be deemed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by CareCentrix, or likewise, constitute, be construed as or be deemed to be an admission or evidence of or presumption against Class Plaintiffs or any other Settlement Class Member that any of their claims are without merit or infirm, that a class should not be certified, or that recoverable damages against the CareCentrix would not have exceeded the Settlement Funds.



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MADELINE COX ARLEO, U.S.D.J.

# Exhibit 1

**LEGAL NOTICE  
ONLY TO BE OPENED  
BY THE INTENDED  
RECIPIENT**

*A federal court has  
authorized this Notice.*

*This is not a solicitation from  
a lawyer.*

\_\_\_\_ Settlement  
c/o Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

**«ScanString»**

Postal Service: Please do not mark barcode.

Notice ID: «Notice ID»  
Confirmation Code: «Confirmation Code»  
«FirstName» «LastName»  
«Address1»  
«Address2»  
«City», «StateCd» «Zip»  
«CountryCd»



**Why am I receiving this notice?** You are receiving this Notice because the records of CareCentrix, Inc. ("CareCentrix" or "Defendant") show that your Personally identifiable information ("PII") and/or Personal Health Information ("PHI") may have been compromised as a result of a security incident that occurred between August 1, 2018 and March 30, 2019 ("AMCA Security Incident"). You are therefore likely a Settlement Class Member eligible to receive relief under this class action settlement.

**Who's included in the Settlement Class?** The Settlement Class includes all individuals for whom CareCentrix coordinated healthcare benefits in the United States and whose Personally Identifiable Information was alleged as potentially exfiltrated between August 1, 2018 through March 30, 2019 in the AMCA Security Incident.

**What are the Settlement Benefits?** Under the Settlement, CareCentrix will fund a non-reversionary settlement fund of \$6.3 million to fund Reimbursement for Out-of-Pocket Losses, Monitoring and Assisted Restoration Services, Alternative Compensation, Administrative Costs and Notice Costs, Service Awards, and Attorneys' Fees and Expenses. Two types of claims may be made: (1) Out-of-Pocket Losses from verifiable unreimbursed costs or expenditures that Settlement Class Member actually incurred and that are fairly and reasonably traceable to the AMCA Security Incident up to \$5,000; or (2) Alternative Compensation which provides for a \$50 per class members payments, both subject to pro rata increases or decreases dependent on the number of claims filed. A Settlement Class Member may also elect to receive monitoring and assisted restoration services for at least 3 years for both personal information and medical information by Identity Guard. Additionally, California Settlement Class Members are eligible for an additional payment of \$50, subject to a pro rata increase or decreases, depending on the number of claims filed.

**How do I Submit a Claim Form for Benefits?** You must submit a Claim Form, available at \_\_\_\_\_ to be eligible to receive a Settlement benefit. Your completed Claim Form must be submitted online or mailed to the Settlement Administrator, postmarked by \_\_\_\_\_.

**What are my other options?** If you Do Nothing, you will be legally bound by the terms of the Settlement, and you will release your claims against the Released Parties, including CareCentrix. You may Opt-Out of or Object to the Settlement by \_\_\_\_\_. The full Notice available at Settlement Website, \_\_\_\_\_, explains how to Opt-Out of or Object to the Settlement.

**Do I have a Lawyer in this Case?** Yes, the Court appointed the law firms Carella, Byrne, Cecchi, Olslein, Brody & Agnello, P.C., Lite DePalma Greenberg & Afanador, LLC; DiCello Levitt, LLC; and Hausfield LLP (collectively, "Class Counsel.") to represent you and other members of the Settlement Class. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

**The Court's Final Fairness Hearing.** The Court will hold a Final Fairness Hearing on \_\_\_\_\_, to consider whether to approve the Settlement, service awards for the Class Representatives, and a request for attorneys' fees and expenses for Class Counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

**This notice is only a summary.** For more information, visit \_\_\_\_\_ or call toll-free 1-XXX-XXX-XXXX.

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

\_\_\_\_\_  
Settlement  
c/o Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103



# Exhibit 2

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

**If you were an individual for whom CareCentrix, Inc. coordinated benefits and whose Personally Identifiable Information and/or Personal Health Information was potentially at risk as a result of a data security incident that was announced on July 10, 2019, you may be entitled to compensation from a class action settlement.**

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

*Your legal rights are affected whether you act or do not act. Read this Notice carefully.*

- A settlement has been reached to resolve a class action lawsuit against CareCentrix, Inc. (“CareCentrix” or “Defendant”) brought by individuals for whom CareCentrix coordinated healthcare benefits (“Benefit Recipients”) and whose personal identifying information and/or personal health information may have been compromised as a result of a data breach at Retrieval-Masters Creditor’s Bureau, Inc. (d/b/a American Medical Collection Agency (“AMCA”)) which was announced on July 10, 2019, affecting approximately 420,000 individuals (the “AMCA Security Incident”).
- In the consolidated lawsuits referred to as *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against CareCentrix (Other Labs Track))*, Civil Action No. 19-md-2904, Plaintiffs asserted claims on behalf of a class of individuals related to the AMCA Security Incident. These claims included alleged negligence, negligence per se, breach of confidence, invasion of privacy – intrusion upon seclusion, unjust enrichment, violation of Connecticut Unfair Trade Practices Act, breach of security regarding computerized data, violations of New York Consumer Law for Deceptive Acts and Violation of New York’s data breach laws concerning delayed notification.
- As part of the settlement and subject to the terms set forth below, CareCentrix has agreed to pay \$6.3 million to class members and to cease collection efforts with respect to any unresolved amounts due and owing by class members to CareCentrix. Class Members can receive two types of compensation: (1) Class Members will have the option of being reimbursed for verifiable expenses associated with the AMCA Security Incident up to a total of \$5,000; or (2) In lieu of submitting a claim for verifiable out-of-pocket expenses, Class Members can submit a claim for Alternative Compensation of up to \$50. In addition, Class Members can enroll for up to three years of credit monitoring services which would also be paid out of the settlement fund. Settlement Class members residing in California are entitled to an additional \$50.
- Class Counsel can apply to the Court for up to 33 1/3% of the Settlement for attorneys’ fees and reimbursement of out-of-pocket costs and expenses. Additionally, Class Counsel can seek payment of up to \$5,000 to each class representative Plaintiff as a Case Contribution Award.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY: [DEADLINE]</b>	If eligible, you will receive a cash payment. You are also eligible to claim and enroll in up to 3 years of Monitoring Services for both personal information and medical information.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY: [DEADLINE]</b>	If you ask to be excluded, you will not receive compensation, but you may be able to file your own lawsuit against CareCentrix for claims arising out of or related to the AMCA Security Incident. This is the only option that leaves you the right to file your own lawsuit against CareCentrix (defined in the Settlement Agreement) for the claims that are being resolved by the Settlement.
<b>OBJECT TO THE SETTLEMENT BY: [DEADLINE]</b>	You can remain in the Settlement Class and file an objection telling the Court why you do not like the Settlement. If your objections are overruled, you will be bound by the Settlement and unable to file your own lawsuit.

**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**

**DO NOTHING**

If you do nothing, you will not receive any compensation. If you do nothing, you will also forfeit your right to sue or bring any claim against CareCentrix arising out of or related to the AMCA Security Incident.

- 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. Compensation will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**

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**BASIC INFORMATION**

**1. Why did I get this Notice package?**

You may be a Benefit Recipient in the United States whose Personally Identifiable Information (“PII”) was alleged as potentially exfiltrated between August 1, 2018 through March 30, 2019 in the AMCA Security Incident.

The Court in charge of the case is the U.S. District Court for New Jersey, and the lawsuit is known as *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against CareCentrix (Other Labs Track))*: Civil Action No. 19-md-2904.

The Court authorized this Notice because you are entitled to know about your rights under a proposed class action settlement with CareCentrix before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the cash payments, and distribute access codes for credit monitoring and assisted restoration services, that the Settlement allows.

This Notice package explains the lawsuits, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them.

**2. What is this lawsuit about?**

The class action lawsuit, referred to as *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against CareCentrix (Other Labs Track))*: Civil Action No. 19-md-2904 (D.N.J.), is related to the AMCA Security Incident and assert claims against CareCentrix for alleged negligence, negligence per se, breach of confidence, invasion of privacy – intrusion upon seclusion, unjust enrichment, violation of Connecticut Unfair Trade Practices Act, breach of security regarding computerized data, violations of New York Consumer Law for Deceptive Acts and Violation of New York’s data breach laws concerning delayed notification. The Settlement Class Representatives (on behalf of themselves and the class) seek to recover damages for out of pocket losses and monitoring and assisted restoration reservices related to the AMCA Security Incident. CareCentrix denies the allegations, any wrongdoing, and any liability to Plaintiffs. The Court has not decided whether CareCentrix has any legal liability.

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

In a class action, one or more individuals or entities called “class representatives” sue on behalf of themselves and other individuals or entities with similar claims. All of these individuals or entities together are the “class” or “class members.” One court resolves the issues for all class members, except for those who exclude themselves from the settlement class.

**4. Why is there a settlement?**

The Court has not decided in favor of Plaintiffs or CareCentrix. Instead, both sides agreed to the Settlement. The Settlement is not an admission that CareCentrix did something wrong, but rather a compromise to end the lawsuits. By agreeing to settle, both sides avoid the costs, risks, and uncertainties of a trial and related appeals, while providing

**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**

benefits to members of the Settlement Class. The Settlement Class Representatives and the attorneys for the Settlement Class think the Settlement is best for all class members.

## WHO IS PART OF THE SETTLEMENT

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

You are a member of the Settlement Class and affected by the Settlement if:

- You are a Benefit Recipient in the United States whose Personally Identifiable Information (“PII”) was alleged as potentially exfiltrated between August 1, 2018 through March 30, 2019 in the AMCA Security Incident. The following entities and individuals are excluded from the definitions of “Settlement Class Members” or “Class Members”:
  - CareCentrix;
  - Any entity in which CareCentrix has a controlling interest;
  - Any parent or subsidiary of CareCentrix;
  - Any entity that is controlled by CareCentrix;
  - The officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns of CareCentrix;
  - All judges and court personnel involved in this Action, along with their immediate family members.

### 6. Are there exceptions to being included?

If you exclude yourself from the Settlement, you are no longer part of the Settlement Class and will no longer be eligible to receive any of the Settlement benefits. This process of excluding yourself is also referred to as “opting out” of the Settlement. *See* Question 13 below.

### 7. I am still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-XXX-XXX-XXXX or visit [website] for more information. Or you can fill out and return the Claim Form described in Question 10 to see if you qualify.

## THE SETTLEMENT BENEFITS

### 8. What does the settlement provide?

Under the Settlement, CareCentrix will create a non-reversionary settlement fund of \$6.3 million to fund all aspects of the Settlement, including Reimbursement for Out-of-Pocket Losses, Monitoring and Assisted Restoration Services, Alternative Compensation, Administrative Costs and Notice Costs, Service Awards, and Attorneys’ Fees and Expenses.

Two types of claims may be made: (1) Out-of-Pocket Losses from verifiable unreimbursed costs or expenditures that Settlement Class Member actually incurred and that are fairly and reasonably traceable to the AMCA Security Incident up to \$5,000; or (2) Alternative Compensation which provides for a \$50 per class members payments, both subject to pro rata increases or decreases dependent on the number of claims filed. A Settlement Class Member may also elect to receive monitoring and assisted restoration services for up to 3 years for both personal information and medical information by Identity Guard. Additionally, California Settlement Class Members are eligible for an additional payment of \$50, subject to a pro rata increase or decreases, depending on the number of claims filed.

**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**

Finally, Class Counsel will apply to the Court for an Order awarding attorneys' fees and expense reimbursements not to exceed one-third (33 1/3%) of the Settlement Fund, and Class Settlement Representative Service Awards of up to \$5,000 to each Settlement Class Representative.

#### 9. How much will my payment be?

If you are a Benefit Recipient CareCentrix customer in the United States whose Personally Identifiable Information ("PII") was alleged as potentially exfiltrated between August 1, 2018 through March 30, 2019 in the AMCA Security Incident, and do not "opt out" of the Settlement, you may be eligible for a payment under the Settlement. If you file a timely and valid Claim, the amount you receive will depend on the type of Claim(s) filed and other variables. The two types of Claims are described below:

- **Claims for Out-of-Pocket Losses:** These are verifiable unreimbursed costs or expenditures that a Settlement Class Member actually incurred and that are fairly and reasonably traceable to the AMCA Security Incident. Settlement Class Members may file a claim for up to \$5,000 in Out-of-Pocket Losses, subject to increases or decreases *pro rata* depending upon the number of claims filed. Out-of-Pocket Losses may include, without limitation, the following:
  - i. unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, medical fraud, or other alleged misuse of Settlement Class Members' personal information;
  - ii. professional service costs—such as law firms or credit repair services—related to misuse of Settlement Class Members' personal information;
  - iii. miscellaneous expenses incurred related to any Out-Of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges;
  - iv. credit monitoring costs that were incurred on or after June 1, 2019, through the date of the Settlement Class Member's claim submission;
  - v. up to 10 total hours for verified and documented time spent taking Preventative Measures and time spent remedying fraud, identity theft, or other misuse of a Settlement Class Member's personal information that is fairly traceable to the AMCA Security Incident at \$25 per hour.
- **Alternative Compensation:** In lieu of seeking Out-of-Pocket Losses, Settlement Class Members may submit a claim for Alternative Compensation, which shall be up to \$50 per Settlement Class Member, subject to *pro rata* increases or decreases, depending on the number of claims filed.
- **Monitoring and Assisted Restoration Services.** In addition to Out-of-Pocket Losses or Alternative Compensation, Settlement Class Members will be eligible to claim and enroll in up to 3 years of Monitoring Services, which shall include and shall be delivered consistent with the standards set forth in Exhibit I of the Settlement Agreement, for both personal information and medical information. These services will be provided by Identity Guard, which will be appointed by the Court as the provider of Monitoring Services and be subject to the Court's jurisdiction for enforcement of the terms of this Settlement.
- **Additional California Settlement Class Member Compensation.** Regardless of whether a Settlement Class Member submits a claim for Alternative Compensation or Out-of-Pocket Losses, and/or Monitoring and Assisted Restoration Services, if the Settlement Class Member resided in the State of California between August 1, 2018, and March 30, 2019, then that Settlement Class Member will also be eligible for an additional payment of \$50, subject to *pro rata* increases and decreases, depending on the number of claims filed.

To ensure adequate compensation, 1/3 of the Net Settlement Fund will be used to compensate Settlement Class Members' Claims for Alternative Compensation and Additional California Settlement Class Member Compensation. To the extent the aggregate amounts required to fund the settlement provisions for Out-of-Pocket Losses, Alternative Compensation, and Additional California Settlement Class Member Compensation listed above exceed the amount of the Net Settlement Fund remaining after distributions are made to fund Monitoring and Assisted Restoration Services,

**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**

the cash payments provided in these provisions shall be reduced on a *pro rata* basis, meaning cash payments shall be allocated based on each claimant's proportional share of the remainder of the Settlement Fund.

If any remaining funds in the Net Settlement Fund remain after payments for Out-of-Pocket Losses and Monitoring and Assisted Restoration Services, then the amount of money paid to Settlement Class Members for Alternative Compensation and Additional California Settlement Class Member Compensation will be increased until their pro rata allotment equals 100% of each Settlement Class Member's Claim. Thereafter, the remaining funds will be split proportionally among Settlement Class Members related to the amount of their valid Claim.

**Non-Pursuit of Outstanding or Unresolved Charges.** Within ten (10) days of the Settlement Agreement's Effective Date, CareCentrix agrees to cease pursuit of any amounts due and owing or otherwise unresolved at the time of the final approval of the Parties' Settlement Agreement which were referred to AMCA by CareCentrix prior to the AMCA Security Incident that is the subject of the litigation captioned *In re Am. Med. Collection Agency, Inc. Customer Data Sec. Breach Litig.*, Civil Action No. 19-md-2904 (MCA)(MAH), pending in the United States District Court for the District of New Jersey (hereinafter "Unpaid Amounts"). CareCentrix shall also inform its debt collection agencies, third parties, or servicers that any ongoing efforts to pursue Unpaid Amounts for Participating Class Members shall cease. At no point in the future shall CareCentrix or any of its servicers, contractors, subsidiaries, parents, successors, or assigns pursue collection of the Unpaid Amounts by individuals whose accounts were impacted by the AMCA Security Incident. Notwithstanding the foregoing, nothing shall impact CareCentrix's ability to pursue debts or unpaid balances owed to it that were not subject to the AMCA Security Incident. None of the Settlement Fund shall be used to fund this provision of the Settlement.

## HOW TO GET A PAYMENT – SUBMITTING A CLAIM FORM

### 10. How can I get payment?

To qualify for a payment, you must complete and submit a valid Claim Form available the at [Website]. You may also request that a Claim Form be mailed to you by calling or emailing the Settlement Administrator. All Settlement Class Members that wish to receive compensation must complete and submit a Claim Form and follow its instructions, including submitting supporting documentation as needed.

To properly complete and timely submit a Claim Form, you should read the instructions carefully, include all information required by the Claim Form, sign it, and either submit the signed Claim Form electronically through [Website] by \_\_\_\_\_, 2023 or mail it to the Settlement Administrator postmarked no later than \_\_\_\_\_, 2023 at the following address:

CareCentrix Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

The Settlement Administrator will review your claim to determine its validity and the amount of your payment.

### 11. When would I get my payment?

The Court will hold a hearing on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m., at the U.S. District Court of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102, to decide whether to approve the Settlement (the "Final Approval Hearing"). If the Court approves the Settlement, there may be appeals. Payments to Settlement Class Members will be made after the Settlement is finally approved and any appeals or other required proceedings have been completed as set forth in the Settlement Agreement. You may visit [Website] for updates on the progress of the Settlement. Please be patient.

### 12. What am I giving up to receive a payment or remain in the Settlement Class?

Unless you exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against CareCentrix arising out of or relating to the AMCA Security Incident. The specific claims you are giving up against Defendant

**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**

are described in the Settlement Agreement. The terms of the release are described in Section \_\_\_ of the Settlement Agreement. Read it carefully. The Settlement Agreement is available at [Website].

If you have any questions, you can talk to the law firms listed in Question 16 for free, or you can, of course, talk to your own lawyer if you have questions about what this means.

If you want to keep your right to sue or continue to sue CareCentrix based on claims this Settlement resolves, you must take steps to exclude yourself from the Settlement Class (see Questions 13-15).

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 13. How can I opt out of the settlement?

To exclude yourself from the Settlement, or “opt out,” you must send a letter by first-class postage prepaid U.S. mail that includes the information in the bullet points below. If you fail to include this information, the notice of exclusion will be ineffective and the Settlement Class Member will be bound by the Settlement, including all releases.

- The name of this Litigation (*In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against CareCentrix (Other Labs Track))*, Civil Action No. 19-md-2904 (D.N.J.));
- The Settlement Class Member’s full name, address, and phone number;
- The words “Request for Exclusion” at the top of the document or a statement in the body of the document requesting exclusion from the Settlement; and
- The Settlement Class Member’s personal signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right, such as those in the Lawsuit).

You must mail via first-class postage prepaid U.S. mail the completed above-described letter, postmarked no later than \_\_\_\_\_, 2023, to the Settlement Administrator at:

CareCentrix Settlement Administrator  
Attn: Exclusions  
P.O. Box 58220  
Philadelphia, PA 19102

Alternatively, you may submit your request for exclusion online at \_\_\_\_\_. The deadline to submit a request for exclusion is \_\_\_\_\_, 2023.

If you ask to be excluded, you will not get any payment as part of this Settlement, and you cannot object to this Settlement. You will not be legally bound by anything that happens in the Settlement and related proceedings. You may be able to sue (or continue to sue) CareCentrix in the future. If you object to the Settlement and seek to exclude yourself, you will be deemed to have excluded yourself.

### 14. If I don’t opt out, can I sue CareCentrix for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue CareCentrix for claims arising out of or related to the AMCA Security Incident. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement to continue your own lawsuit. Remember, the exclusion deadline is \_\_\_\_\_, 2023.

### 15. If I excludes myself, can I get money from this Settlement?

**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**



No. If you exclude yourself, do not send in a Claim Form asking for a payment and/or monitoring.

## THE LAWYERS AND INDIVIDUALS REPRESENTING YOU

### 15. Do I have a lawyer in the case?

Yes. The Court appointed to represent you and other members of the Settlement Class the following law firms Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. in Roseland, New Jersey; Lite DePalma Greenberg & Afanador, LLC in Newark, New Jersey; DiCello Levitt, LLC in Chicago, Illinois (collectively, "Class Counsel."); and Hausfeld LLP in Washington, DC. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval), as described below. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 17. How will the lawyers and individuals representing the Settlement Class be paid?

Class Counsel joined with other law firms around the country to initiate the class action lawsuits, consolidate them into a single action, and prosecute the action for the Class Representatives and Settlement Class Members. Class Counsel worked on a contingent basis, which means that they receive a fee only if the lawsuits are successful. None of the lawyers has yet received any payment for their time or expenses. The lawyers intend to ask the Court to approve an award of no more than 33 1/3% of the Settlement Fund for fees to compensate them for their time, the financial risk that they undertook, and reimbursement of all litigation expenses incurred.

The Settlement Class is represented by Brian G. Graifman and Andrea Hall, who asserts claims on her own behalf and on behalf of L.D., a minor (the "Settlement Class Representatives"). In addition to the benefits that the Settlement Class Representatives will receive as members of the Settlement Class—and subject to the approval of the Court—Class Counsel will request that the Settlement Class Representatives each receive Service Awards of no more than \$5,000 for the efforts that they have expended on behalf of the Settlement Class. The amount of the Service Awards approved by the Court will be paid from the Settlement Fund.

The Court will determine whether to approve the amount of fees and costs and expenses requested by Class Counsel and the proposed Service Awards to the Settlement Class Representatives at the Final Approval Hearing scheduled for \_\_\_\_\_, 2023. Class Counsel will file an application for fees, expenses, and Service Awards no later than [\_\_\_ days before the Opt-out and Objection Deadline]. The application will be available on the Settlement Website ([Website]) or you can request a copy by contacting the Settlement Administrator (see Question 23).

## OBJECTING TO THE SETTLEMENT

### 18. How do you tell the Court that you does not like the settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views. If you both object to the Settlement and seek to exclude yourself, you will be deemed to have excluded yourself (*i.e.*, opted out) and your objection will be deemed null and void.

Your objection must be in writing, and must include:

- The name of this Litigation: (*In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against CareCentrix (Other Labs Track))*, Civil Action No. 19-md-2904 (D.N.J.));
- Your full name, address, email address, and telephone number;
- An explanation of the basis for why you are a Settlement Class Member;
- Whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire

**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**

Settlement Class;

- All grounds for the objection stated with specificity, accompanied by any legal support for the objection;
- The identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement, Class Counsel's request for attorney's fees, costs, and expenses, or the application for Service Awards;
- The identity of all representatives (including counsel representing the objector) who will appear at the Final Approval Hearing;
- A description of all evidence to be presented at the Final Approval Hearing in support of the objection, including a list of any witnesses, a summary of the expected testimony from each witness, and a copy of any documents or other non-oral material to be presented; and
- Your signature on the written objection.

Any objection must be either filed electronically with the Court or mailed to the Clerk of the Court, Class Counsel, and CareCentrix's counsel at the addresses set forth below. The objection must be electronically filed, or if mailed postmarked, no later than \_\_\_\_\_, 2023.

<b>Court</b>	<b>Class Counsel (you only need to pick one)</b>	<b>CareCentrix's counsel</b>
Clerk of the Court U.S. District Court District of New Jersey Martin Luther King Building & U.S. Courthouse 50 Walnut Street Newark, NJ 07102	James Cecchi <b>CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY &amp; AGNELLO, P.C.</b> 5 Becker Farm Road Roseland, NJ 07068  Joseph J. DePalma <b>LITE DEPALMA GREENBERG &amp; AFANADOR, LLC</b> 1835 Market Street, Suite 2626 Philadelphia, PA 19103  Amy E. Keller <b>DICELLO LEVITT, LLC</b> Ten North Dearborn Street, 6 <sup>th</sup> Floor Chicago, Illinois 60602  James J. Pizzirusso <b>HAUSFELD LLP</b> 888 16 <sup>th</sup> St., Ste 300 Washington, DC 20006	Lane Davis William Brown David Dill <b>NELSON MULLINS RILEY &amp; Greenville One 2 W. Washington Street Suite 400 Greenville, SC 29601</b>

In addition, any Settlement Class Member that objects to the proposed Settlement Agreement may be required to appear for deposition regarding the grounds for its objection and must provide along with its objection the dates when the objector will be available to be deposed during the period from when the objection is filed through the date five (5) days before the Final Approval Hearing.

19. What is the difference between objecting and excluding/opting out?

**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the benefits provided by the Settlement or other terms of the Settlement only if you stay in the Settlement Class. Excluding yourself or "opting out" is telling the Court that you don't want to be included in the Settlement Class. If you exclude yourself, you have no basis to object to the Settlement and related releases because the Settlement no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

### 20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at \_\_\_\_\_ 2023, in Courtroom 4A before U.S. District Judge Madeline Cox Arleo of the U.S. District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102, or at such other time, location, and venue as the Court may Order. This hearing date and time may be moved. Please refer to the Settlement Website ([Website]) for notice of any changes.

By no later than [\_\_\_ days prior to Opt-out and Objection Deadline], Class Counsel shall file a motion for final approval of the Settlement and a motion for attorneys' fees, costs, and expenses and for Service Awards. Objectors, if any, shall file any response to Class Counsel's motions no later than \_\_\_ days prior to the Final Approval Hearing. By no later than \_\_\_ days prior to the Final Approval Hearing, responses shall be filed, if any, to any filings by objectors, and any replies in support of final approval of the Settlement and/or Class Counsel's application for attorneys' fees, costs, and expenses and for Service Awards shall be filed.

At the Final Approval Hearing, the Court will consider, among other things, whether the Settlement is fair, reasonable, and adequate; how much Class Counsel will receive as attorneys' fees and costs and expenses; and whether to approve Service Awards to the Settlement Class Representatives. If there are objections, the Court will consider them. The Court will listen to people at the hearing who file in advance a timely notice of their intention to appear (*see* Question 18). At or after the Final Approval Hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

### 21. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. You are welcome, however, to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you submitted your objection timely and in accordance with the requirements for objecting set out of the Settlement (*see* Question 18), the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## IF YOU DO NOTHING

### 22. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will remain a part of the Settlement Class but will not get any payments or monitoring services from the Settlement. And, unless you exclude yourself, you will not be able to sue CareCentrix about claims arising out of or related to the AMCA Security Incident being resolved through this Settlement ever again. *See* the Settlement Agreement for more details about the releases.

## GETTING MORE INFORMATION

### 23. How do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement at ([Website]) or from the Settlement Administrator by calling toll-free 1-XXX-XXX-XXXX. You may also write to the Settlement Administrator via mail or email.

**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**

Mail: CareCentrix Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.  
Email: XXXXXX

*Please do not contact the Court or CareCentrix with questions about the Settlement.*

**Questions? Call 1-XXX-XXX-XXXX toll free, or visit [Website]**

# Exhibit 3

**Your claim must be submitted online or postmarked by: [DEADLINE]**

**IN RE: AMERICAN MEDICAL COLLECTION AGENCY, INC.**  
**CUSTOMER DATA SECURITY BREACH LITIGATION**

Civil Action No. 19-md-2904 (MCA)(MAH)(MDL 2904)

CCX

**CLAIM FORM**

**GENERAL INSTRUCTIONS**

Complete this Claim Form if you are a Settlement Class Member and you wish to receive Settlement benefits.

You are a member of the Settlement Class and eligible to submit a Claim Form if:

You are an individual for whom CareCentrix, Inc. coordinated healthcare benefits in the United States whose Personally Identifiable Information (“PII”) was alleged as potentially exfiltrated between August 1, 2018 through March 30, 2019 in the AMCA Security Incident.

The following entities and individuals are excluded from the definitions of “Settlement Class Members” or “Class Members” and are not eligible to receive settlement benefits: CareCentrix, Inc. (“CareCentrix”); any entity in which CareCentrix has a controlling interest; any parent or subsidiary of CareCentrix; any entity that is controlled by CareCentrix; the officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns of CareCentrix; and all judges and court personnel involved in this Action, along with their immediate family members.

Settlement Class Members may submit a claim form either for: (1) Out of Pocket Losses from verifiable unreimbursed costs or expenditures that Settlement Class Member actually incurred and that are fairly and reasonably traceable to the AMCA Security Incident up to \$5,000; or (2) Alternative Compensation which provides for a \$50 per class members payments, both subject to pro rata increases or decreases dependent on the number of claims filed.

Settlement Class Members may also elect to receive monitoring and assisted restoration services for up to 3 years for both personal information and medical information by Identity Guard. Additionally, California Settlement Class Members are eligible for an additional payment of \$50, subject to a pro rata increase or decrease, depending on the number of claims filed.

If you intend to make a claim for Out-of-Pocket Losses, you will need to submit supporting documentation. Out-of-Pocket Losses may include, without limitation, the following:

- Unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, medical fraud, or other alleged misuse of Settlement Class Members’ personal information;
- Professional service costs—such as law firms or credit repair services—related to misuse of Settlement Class Members’ personal information;
- Miscellaneous expenses incurred related to any Out-Of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges;
- Credit monitoring costs that were incurred on or after June 1, 2019, through the date of the Settlement Class Member’s claim submission;
- Up to 10 total hours for verified and documented time spent taking Preventative Measures and time spent remedying fraud, identity theft, or other misuse of a Settlement Class Member’s personal information that is fairly traceable to the AMCA Security Incident at \$25 per hour.

Your claim must be submitted online or postmarked by: [DEADLINE]

**IN RE: AMERICAN MEDICAL COLLECTION AGENCY, INC. CUSTOMER DATA SECURITY BREACH LITIGATION**

CCX

Civil Action No. 19-md-2904 (MCA)(MAH)(MDL 2904)

**CLAIM FORM**

This Claim Form may be submitted electronically via the Settlement Website at \_\_\_\_\_ or completed and mailed, including any supporting documentation, to: CareCentrix Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

**I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION**

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Telephone Number

Notice ID Number, if known

**II. BENEFIT SELECTION**

Select one (1) of the following options:

Check this box if you want to receive the Alternative Compensation payment of up to \$50. If you select this option, proceed to the next section.

**OR**

Check this box if you want to receive reimbursement for Out-of-Pocket Losses of up to \$5,000.\*

**\*You must submit supporting documentation demonstrating that the unreimbursed costs or expenditures that you actually incurred are fairly and reasonably traceable to the AMCA Security Incident.**

Complete the chart below describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
Example: Receipt for credit repair services	\$100

QUESTIONS? VISIT WWW.\_\_\_\_\_.COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX





**Your claim must be  
submitted online or  
postmarked by:  
[DEADLINE]**

**IN RE: AMERICAN MEDICAL COLLECTION AGENCY, INC.  
CUSTOMER DATA SECURITY BREACH LITIGATION**

Civil Action No. 19-md-2904 (MCA)(MAH)(MDL 2904)

**CLAIM FORM**

**CCX**

asked to provide supplemental information by the Settlement Administrator or Claims Referee before my claim is considered complete and valid.

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Signature

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Printed Name

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Date