

**If Katherine Shaw Bethea Hospital notified you of a Security Incident in or around November 2021, you may be eligible for a CASH PAYMENT under a class action settlement.**

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

*Si necesita ayuda en español, comuníquese con el administrador al 1-844-995-2067.*

- A Settlement has been reached in a class action lawsuit concerning a security incident at Magnet Solutions, Inc. (“Magnet”) that occurred on or around September 17, 2021 and September 20, 2021 (the “Security Incident”) which may have involved personal information and/or protected health information of certain patients of Katherine Shaw Bethea Hospital and KSB Medical Group, Inc. (“KSB”).
- The lawsuit is called John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc., Case No. 2021L00026 (the “Action”). The lawsuit alleges that the Security Incident exposed individuals’ personal identifying information (“PII”) and/or protected health information (“PHI”), including names, encounter number, treating physician, date of service and location of service.
- The Settlement Class includes all individuals who were sent a notification letter from KSB stating that their PII and/or PHI may have been exposed during the Security Incident. It excludes: (i) the judges presiding over the Action, and members of their direct families; (ii) KSB and Magnet; and (iii) all class members who timely and validly request exclusion from the class.
- Your legal rights are affected regardless of whether you act. Please read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is <b>March 10, 2023</b> .
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	You will receive no payment, but you will retain any rights you currently have with respect to Defendants and the issues in this case. The deadline to exclude yourself from the Settlement is <b>February 8, 2023</b> .
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is <b>February 8, 2023</b> .

<b>ATTEND THE FINAL APPROVAL HEARING</b>	You or your attorney may attend and speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on <b>March 8, 2023</b> at 11:30 am.
<b>DO NOTHING</b>	You will not get any benefits from the Settlement and you will give up certain legal rights. You will remain in the Class and be subject to the Release.

- These rights and options, and the deadlines to exercise them, are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at [www.KSBSettlement.com](http://www.KSBSettlement.com).
- 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.

## **BASIC INFORMATION**

### **1. What is this Notice and why should I read it?**

The Court authorized this Notice to inform you about a proposed Settlement with KSB and Magnet. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

### **2. What is a class action lawsuit?**

A class action is a lawsuit in which one or more plaintiffs—in this case, Plaintiff John Doe—sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class.

## **THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT**

### **3. What is this lawsuit about?**

Plaintiff claim that KSB violated the privacy rights of Plaintiff and the Class Members and that KSB breached its duty to preserve the confidential and protected patient information of Plaintiff and the Class Members.

KSB and Magnet deny that they are liable for the claims made in the lawsuit and deny any allegations of wrongdoing. More information about the complaint in the lawsuit can be found on the Settlement Website at [www.KSBSettlement.com](http://www.KSBSettlement.com).

### **4. Why is there a Settlement?**

The Court has not decided whether the Plaintiffs, KSB or Magnet should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense

of ongoing litigation, and Settlement Class Members will be eligible to get compensation now rather than years later—if ever. The Class Representatives and attorneys for the Settlement Class Members, called Class Counsel, agree the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by KSB or Magnet.

## **WHO'S INCLUDED IN THE SETTLEMENT?**

### **5. How do I know if I am in the Settlement Class?**

You are part of the Settlement as a Settlement Class Member if you received a notification letter from Magnet on behalf of KSB that their protected health information was or may have been compromised in the Data Breach. PII and/or PHI includes names, encounter number, treating physician, date of service and location of service.

Settlement Class Members will have been mailed notice of their eligibility. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling 1-844-995-2067, by emailing [info@KSBSettlement.com](mailto:info@KSBSettlement.com) or by visiting the website [www.KSBSettlement.com](http://www.KSBSettlement.com).

This Settlement Class does not include (i) the judges presiding over the Action, and members of their direct families; (ii) KSB and Magnet; and (iii) all class members who timely and validly request exclusion from the class.

## **THE SETTLEMENT BENEFITS**

### **6. What does the Settlement provide?**

Under the proposed Settlement, KSB and Magnet will pay (or cause to be paid) \$380,000.00 into a Settlement Fund. The Settlement Fund, plus interest accrued thereon, will pay notice and administration costs, Court-approved attorneys' fees and expenses, Court-approved service awards for class representatives, and certain Settlement Fund taxes and tax expenses (the "Net Settlement Fund"). The Net Settlement Fund will be used to provide eligible Settlement Class Members with a pro rata cash payment of up to \$250.00.

## **HOW TO GET BENEFITS**

### **7. How do I make a Claim?**

To qualify for a cash payment, you must complete and submit a Claim Form.

Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at [www.KSBSettlement.com](http://www.KSBSettlement.com) or by mail to the Settlement Administrator. Claim Forms are available through the Settlement website at [www.KSBSettlement.com](http://www.KSBSettlement.com) or by calling 1-844-995-2067.

**All Claim Forms must be submitted no later than March 10, 2023.**

## **8. When will I get my payment?**

The hearing to consider the fairness of the Settlement is scheduled for **March 8, 2023 at 11:30 am**. If the Court approves the Settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient.

## **THE LAWYERS REPRESENTING YOU**

## **9. Do I have a lawyer in this case?**

Yes, the Court has appointed Simmons Hanly Conroy as “Class Counsel” to represent you and all class members. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you at your own expense if you want someone other than Class Counsel to represent you.

## **10. How will the lawyers be paid?**

To date, Class Counsel has not received any payment for their services in conducting this litigation on behalf of the Class and have not been paid for their out-of-pocket expenses. Class Counsel will ask the Court for an award of attorneys’ fees and reimbursement of litigation costs and expenses incurred in connection with the Action not to exceed \$80,000.00. Such sums as may be approved by the Court will be paid from the Settlement Fund.

Class Counsel will also request a service award of \$2,500.00 for the Plaintiff.

The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any service awards to Plaintiffs.

Class Counsel will file their request for attorneys’ fees, costs, and expenses and Service Awards for Plaintiff with the Court, which will also be posted on the Settlement Website, at [www.KSBSettlement.com](http://www.KSBSettlement.com).

## **YOUR RIGHTS AND OPTIONS**

## **11. What claims do I give up by participating in this Settlement?**

If you do not exclude yourself from the Settlement, you will not be able to sue KSB or Magnet about the Security Incident, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true regardless of whether you submit a Claim Form. However, you may exclude yourself from the Settlement. If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims, which are described in the Settlement Agreement at [www.KSBSettlement.com](http://www.KSBSettlement.com).

## **12. What happens if I do nothing at all?**

If you do nothing, you will receive no payments under the Settlement. You will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 11 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against KSB or Magnet for the claims or legal issues released in this Settlement.

## **13. What happens if I ask to be excluded?**

If you exclude yourself from the Settlement, you will receive no payments under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and KSB and Magnet in this class action.

## **14. How do I ask to be excluded?**

You can ask to be excluded from the Settlement. To do so, you must send a letter to the Settlement Administrator stating that you want to be excluded from the Settlement in *John Doe et al. v. Katherine Shaw Bethea Hospital et al.*, Case No. 2021L00026. Your letter must include (1) your full name and current address; (2) a statement that you wish to be excluded from the Settlement Class; and (3) your signature. You must mail your exclusion request, postmarked no later than **February 8, 2023**, to the following address:

KSB Security Incident Settlement Administrator  
PO Box 341  
Baton Rouge, LA, 70821

You cannot exclude yourself by phone or email. Any individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

## **15. If I don't exclude myself, can I sue KSB or Magnet for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue KSB or Magnet for the claims or legal issues released in this Settlement, even if you do nothing.

## **16. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, do not submit a Claim Form for payment.

## **17. How do I object to the Settlement?**

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a written notice with the Court stating that

you object to the Settlement in *John Doe et al. v. Katherine Shaw Bethea Hospital et al.*, Case No. 2021L00026. Your objection must be filed no later than **February 8, 2023**.

The objection must be in writing and be personally signed by you. The objection must include: (i) the name of the proceedings; (ii) your full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to you, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing you; (vi) a statement regarding whether you or your attorney intend to appear at the Final Approval Hearing; (vii) list all other matters in which you or your attorney have lodged an objection to a class action settlement; and (viii) your signature or the signature of your attorney.

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to both Class Counsel and KSB/Magnet’s lawyers at the addresses listed below, postmarked no later than **February 8, 2023**.

<b>Class Counsel</b>	<b>KSB/Magnet’s Counsel</b>
G. Michael Stewart Jay Barnes Eric Johnson SIMMONS HANLY CONROY One Court Street Alton, Illinois 62202	Paul Gamboa Brian Middlebrook John Mills GORDON REES SCULLY MANSUKHANI, LLP One North Franklin, Suite 900 Chicago, Illinois 60606

**18. What’s the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT’S FAIRNESS HEARING**

**19. When and where will the Court hold a hearing on the fairness of the Settlement?**

The Court will hold the Final Approval Hearing on **March 8, 2023 at 11:30 am**, at the Circuit Court of the Fifteenth Judicial Circuit of Illinois, Lee County, 309 S. Galena Avenue, Dixon, IL 61021. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys’ fees, costs, and expenses and the service awards to Plaintiffs.

The location, date and time of the Final Approval Hearing are subject to change by Court order. Any changes will be posted at the Settlement Website [www.KSBSettlement.com](http://www.KSBSettlement.com) or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

## **20. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. If your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. However, you may appear on your behalf or pay a lawyer to attend on your behalf to assert your objection if you would like.

## **21. May I speak at the hearing?**

Yes. If you do not exclude yourself from the Settlement Class, you (or your attorney) may appear and speak at the Final Approval Hearing concerning any part of the proposed Settlement.

### **GETTING MORE INFORMATION**

## **22. Where can I get additional information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at [www.KSBSettlement.com](http://www.KSBSettlement.com) or by writing to KSB Security Incident Settlement Administrator, PO Box 341, Baton Rouge, LA 70821.

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

Go to [WWW.KSBSETTLEMENT.COM](http://WWW.KSBSETTLEMENT.COM), call 1-844-995-2067, email [info@KSBSettlement.com](mailto:info@KSBSettlement.com) or write to KSB Security Incident Settlement Administrator, PO Box 341, Baton Rouge, LA 70821.

**PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**