

FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
PHILADELPHIA COURT OF COMMON PLEAS
TRIAL DIVISION – CIVIL SECTION

**Individuals who were notified by Einstein Healthcare Network
that their confidential personally identifiable (“PII”) or protected health
information (“PHI”) may have been compromised in a
Data Incident that occurred in August 2020
may be eligible for a payment from a class action settlement.**

A Pennsylvania state court ordered this notice. This is not a solicitation from a lawyer.

- A settlement has been reached with Einstein Healthcare Network (“Einstein”) in a class action lawsuit about the Data Incident (the “Data Incident”) that occurred between August 5, 2020 and August 17, 2020. Einstein first announced the Data Incident on or about October 9, 2020 and began mailing notice letters to patients whose information was identified as compromised. Einstein sent an additional round of notice letters to affected individuals between January 21, 2021 and February 8, 2021. This lawsuit was filed asserting claims against Einstein relating to the Data Incident. Einstein denies it has any liability for the claims asserted and contends that it did not engage in any improper conduct.
- Plaintiffs allege that between August 5, 2020 and August 17, 2020, Einstein was the target of a Data Incident in which an unauthorized third-party accessed Einstein’s employee email accounts which contained personal information. Plaintiffs allege that, as a result of the Data Incident, an unauthorized third-party gained access to Personally Identifiable Information (“PII”) and/or Protected Health Information (“PHI”) of Plaintiffs’ and Einstein’s patients. The PHI and PII included names, dates of birth, medical records and patient account numbers, health insurance information, treatment information such as diagnoses, medications, providers, types of treatment, treatment locations, and in some instances, social security numbers.
- The Settlement Class includes all residents of the United States whose PHI and/or PII was involved in the Data Incident and who were sent notice of the settlement.
- All Settlement Class Members will receive the opportunity to claim one full year from the Effective Date of the settlement of identity monitoring services through Experian. You must file a Claim Form requesting identity monitoring services and you will be provided an activation code to enroll directly with Experian. The identity monitoring services include (i) identity monitoring (ii) internet surveillance; (iii) up to \$1 Million in identity theft insurance; and (iv) identity restoration services.
- The settlement also provides cash reimbursement of up to \$20 per hour (for a maximum of 3 hours) as compensation for time lost dealing with the Data Incident, up to \$1,500 per person for documented “ordinary expenses” incurred in responding to the Data Incident, and up to \$7,500 per person for documented “extraordinary expenses” incurred in responding to the Data Incident.
- You must file a Claim Form to receive Identity Monitoring or one or more of the compensation categories provided for under the settlement. You can file a Claim Form by accessing this website, www.EinsteinIncidentSettlement.com, downloading a Claim Form and mailing it, or you may call 1-866-742-4955 and ask that a Claim Form be mailed to you. The last day to postmark or file a claim online (“Claim Deadline”) is August 6, 2022.

**Your legal rights are affected even if you do nothing.
Read this Notice carefully.**

Your Legal Rights & Options in this Settlement		
Submit a Claim	You must submit a claim to get a payment.	Deadline: August 6, 2022
Ask to be Excluded	This allows you to sue Einstein over the claims resolved by this settlement. You will not get anything from this settlement.	Deadline: July 7, 2022
Object	Write to the Court about why you do not like the settlement. You can still get a payment.	Deadline: July 7, 2022
Do Nothing	You get no payment, will not be eligible to enroll for identity monitoring, and you give up rights.	

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still must decide whether to grant final approval of the settlement. Payments will only be made after the Court grants final approval of the settlement and after any appeals are resolved in favor of the settlement.

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BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this notice because you have a right to know about the proposed settlement in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the settlement.

Judge Nina W. Padilla of the Pennsylvania Court of Common Pleas of Philadelphia County is overseeing this case, which is captioned *Nanette Katz, et al., individually and on behalf of all others similarly situated v. Einstein Healthcare Network*, Class Action Case ID No. 21040204. The people who sued are called the Plaintiffs. Einstein Healthcare Network is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Einstein was responsible for the Data Incident that occurred in or about August 2020 and asserts claims against Defendant for negligence, breach of contract, breach of implied contract, breach of fiduciary duty, and breach of confidence. The lawsuit seeks compensation for people who had losses as a result of the Data Incident.

Einstein denies all of Plaintiffs’ claims and asserts it did not do anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Representative Plaintiffs” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.” In this case, the Representative Plaintiffs are Nanette Katz, Christina Kreski, Britney Richardson as parent guardian of S.H., and Nghi Ta. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will get compensation and/or identity monitoring. The Representative Plaintiffs and their attorneys believe the settlement is fair, reasonable, and adequate and, thus, in the best interests of the Settlement Class and its members. The settlement does not mean that Einstein did anything wrong.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

You are included in the settlement if you reside in the United States and were sent a letter by Einstein notifying you that your PII and/or PHI may have been involved in the Data Incident. Specifically excluded from the Settlement Class are: (a) Einstein and its respective officers and directors; (b) Settlement Class Members who timely and validly request exclusion from the Settlement Class (for more information about requesting exclusion see questions 13–15), (c) the Judge assigned to evaluate the fairness of this settlement; and (d) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the settlement, or have any other questions related to the settlement, you may:

1. Call 1-866-742-4955;
2. Email EinsteinIncidentSettlement@rg2claims.com; or
3. Write to: Einstein Incident Settlement, c/o Claims Administrator, PO Box 59479, Philadelphia, PA 19102-9479

Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Settlement Class Members will receive the opportunity to enroll in identity monitoring through Experian Identity. The identity monitoring service will be provided for a period of one year from the Effective Date of the settlement. Settlement Class Members must submit a Settlement Claim in order to receive this service. Once the Settlement is final, Settlement Class Members who submitted a Claim Form requesting identity monitoring services will be provided an activation code to enroll directly with Experian Identity.

The settlement also provides cash payments to people who submit valid claims for out-of-pocket expenses or time lost as a result of the Data Incident.

8. What payments are available?

Settlement Class Members are eligible to receive cash reimbursement (capped in the aggregate amount of \$1.5 million) for the following categories of expenses:

- *Reimbursement for Lost Time:* Settlement Class Members may file a claim to receive a cash payment for up to three hours of lost time remedying issues related to the Data Incident, at a rate of \$20 per hour with an attestation that the time was spent dealing with the Data Incident.
- *Reimbursement for Ordinary Expenses:* Settlement Class Members may file a claim to receive cash payments of up to \$1,500 per person for ordinary expenses incurred in responding to the Data Incident. Ordinary Expenses include:
 - Unreimbursed bank fees, credit card reissuance fees, overdraft fees, charges related to the unavailability of funds, late fees, over-limit fees, or other reimbursed charges from banks or credit card companies;
 - Interest on payday loans due to a credit card cancellation or over-limit situation
 - Long distance telephone charges
 - Cell minutes (if charged by the minute or the amount of data usage);
 - Internet usage charges (if charged by the minute or the amount of data usage);
 - Text messages (if charged by the message);
 - Miscellaneous expenses such as notary, fax, postage, copying and mileage; and
 - Fees associated with credit reports, credit monitoring, or other identity theft insurance products purchased between October 9, 2020 and May 9, 2022.

- *Reimbursement for Extraordinary Expenses:* Settlement Class Members may file a claim to receive cash payments of up to \$7500 per person for extraordinary expenses incurred responding to the Data Incident. Extraordinary Expenses include expenses associated with identity theft, medical fraud, tax fraud, other forms of fraud, and other actual misuse of personal information, provided that (i) the loss is an actual documented and unreimbursed monetary loss; (ii) the loss was reasonably and fairly traceable to the Data Incident; (iii) the loss is not already covered by one or more of the ordinary loss compensation categories (i.e., lost time or ordinary expenses); (iv) you made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring or identity monitoring insurance; and (v) the loss occurred between August 5, 2020 and August 8, 2022.

Reasonable documentation must be submitted with your Claim Form showing that the Ordinary Expenses or Extraordinary Expenses are reasonably and fairly traceable to the Data Incident in order to receive reimbursement. More details are provided in the Settlement Agreement, which is available at www.EinsteinIncidentSettlement.com. If the total claims exceed the \$1,500,000.00 cap, the funds will be reduced and distributed proportionally.

HOW TO GET BENEFITS

9. How do I get benefits?

To get cash payment(s) from the settlement or to enroll in identity monitoring provided by Experian Identity, you must complete a Claim Form. Please read the instructions carefully, fill out the Claim Form, provide reasonable documentation (where applicable), and submit it online or mail it postmarked no later than August 6, 2022, to:

**Einstein Incident Settlement
Claims Administrator
PO Box 59479
Philadelphia, PA 19102-9479**

You may submit a claim online or download a copy at www.EinsteinIncidentSettlement.com, or you may request one by mail by calling 1-866-742-4955.

10. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the required information is not provided timely, the claim will be considered invalid and will not be paid.

If the claim is complete and the Claims Administrator denies the claim entirely or partially, the claimant will be provided an opportunity to have their claim reviewed by an impartial Claims Referee selected by the parties.

Questions? Call 1-866-742-4955 or visit www.EinsteinIncidentSettlement.com

REMAINING IN THE SETTLEMENT

11. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the settlement, but if you want to enroll in identity monitoring by Experian, or request a cash payment, you must submit a Claim Form online or mail one postmarked by August 6, 2022.

12. What am I giving up as part of the Settlement?

If the settlement becomes final, you will give up your right to sue Einstein for the claims being resolved by this settlement. The specific claims you are giving up against Einstein are described in paragraph 2.1 of the Settlement Agreement. You will be releasing Einstein and all related people or entities as described in Section 1.21 of the Settlement Agreement. The Settlement Agreement is available at www.EinsteinIncidentSettlement.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firms listed in Question 16 for free, or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue Einstein about issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

13. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the settlement. You will also not be bound by any judgment in this case.

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

No. Unless you exclude yourself, you give up any right to sue Einstein for the claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment or the identity monitoring services.

15. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the settlement in Class Action Case ID No. 21040204 captioned *Nanette Katz, et al., individually and on behalf of all others similarly situated v. Einstein Healthcare Network*. Include your name, address, and signature. You must mail your Exclusion Request postmarked by July 7, 2022, to: Einstein Incident Settlement, Claims Administrator, PO Box 59479, Philadelphia, PA 19102-9479.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court appointed the following lawyers as Settlement Class Counsel: Nussbaum Law Group, P.C., Morgan & Morgan Complex Litigation Group, Golomb Spirt Grunfeld, P.C., Casey Gerry Schenk Francavilla Blatt & Penfield, LLP and Lynch Carpenter, LLP to represent the class as a whole regarding this settlement.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Settlement Class Counsel will request the Court's approval of an award for attorneys' fees and reasonable costs and expenses of up to \$375,000. Settlement Class Counsel will also request approval of a service award of up to \$1,500 each for Plaintiffs Nanette Katz, Christina Kreski, and Nghi Ta and a service award of up to \$1,000 for Britney Richardson, as parent guardian of S.H. Any amount that the Court awards for attorneys' fees, costs, expenses, and incentive awards will be paid separately by Einstein and will not reduce the amount of payments to Settlement Class Members who submit valid claims.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

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

You can object to the settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must file a written objection in this case, Class Action Case ID No. 21040204 captioned *Nanette Katz, et al., individually and on behalf of all others similarly situated v. Einstein Healthcare Network*, with the Clerk of the Court at the address below.

Your objection must include all of the following information: (i) your full name, address, telephone number, and e-mail address (if any); (ii) information identifying you as a Settlement Class Member; (iii) a written statement of all grounds for the objection; (iv) the identity of all counsel representing you; (v) a statement whether you and/or your counsel will appear at the Final Fairness Hearing; and, (vi) your signature and the signature of your duly authorized attorney or other duly authorized representative, if applicable.

Your objection must be **postmarked** no later than July 7, 2022 to:

Clerk of Court
Court of Common Pleas of Philadelphia County
1301 Filbert Street, Suite 310 B
Philadelphia, PA 19107

In addition, you must **mail** a copy of your objection to the Claims Administrator, Settlement Class Counsel and Counsel for Einstein, postmarked no later than July 7, 2022:

Questions? Call 1-866-742-4955 or visit www.EinsteinIncidentSettlement.com

<p>Einstein Incident Settlement Claims Administrator PO Box 59479 Philadelphia, PA 19102-9479</p>	<p>Richard M. Golomb Golomb Spirt Grunfeld PC 1835 Market Street Suite 2900 Philadelphia, PA 19103</p>	<p>Angelo A. Stio III Troutman Pepper Hamilton Sanders LLP 301 Carnegie Center Suite 400 Princeton, NJ 08540</p>
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19. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not 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

The Court will hold a hearing to decide whether to grant final approval of the settlement.

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

The Court will hold a Fairness Hearing at 9:30 a.m. on September 15, 2022. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.EinsteinIncidentSettlement.com or call 1-866-742-4955 to ensure the hearing has not been moved.

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and may listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys’ fees and reasonable costs and expenses, as well as the request for service awards for the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take so please be patient and continue to check the settlement website for updates.

21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 18, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in Question 18, including all the information required.

Your Objection must be **filed** with the Clerk of the Court no later than July 7, 2022. In addition, you must **mail** a copy of your objection to the Claims Administrator, PO Box 59479, Philadelphia, PA 19102-9479, postmarked no later than July 7, 2022. See Question 18 for more information regarding objections.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will get no monetary benefits from this settlement and you will not have the opportunity to enroll in Experian's Identity, if the settlement is finally approved. Once the settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Einstein about the legal issues in this case, ever again.

You must exclude yourself from the settlement if you want to retain the right to sue Einstein for the claims resolved by this settlement.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice only provides a summary the proposed settlement. Complete details about the settlement can be found in the Settlement Agreement available at www.EinsteinIncidentSettlement.com.

You may also:

1. Write to: Einstein Incident Settlement, Claims Administrator, PO Box 59479, Philadelphia, PA 19102-9479
2. Visit the settlement website at www.EinsteinIncidentSettlement.com.
3. Call the toll-free number 1-866-742-4599.