

One Brooklyn Health System Data Security Incident Litigation
Johnson et al. v. One Brooklyn Health System, Inc., Index No. 512485/2023

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

A proposed Settlement of claims against One Brooklyn Health System, Inc. (“OBH”) has been reached in a class action lawsuit. Between approximately July 9, 2022 and November 19, 2022, OBH experienced a cyberattack in which an unauthorized individual was able to access files within OBH’s computer systems. As a result, Personal Information of individuals who are or were patients of OBH may have been accessed (the “Data Incident”). The lawsuit asserted claims against OBH arising out of or related to the Data Incident. Defendant denies it did anything wrong. The parties have reached an agreement to settle those claims. If you were notified by OBH that your Personal Information may have been compromised because of the Data Incident, you are included in this Settlement as a member of the Settlement Class. If you are a member of the Settlement Class, you have the following options:

Your Legal Rights and Options in this Settlement	
Submit a Claim Form by March 10, 2025	Submitting a Claim Form is the only way you can receive any of the benefits provided by the Settlement, including a cash payment or a code for credit monitoring services. If you submit a Claim Form, you will give up the right to sue OBH and certain other Released Parties (defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves.
Object to the Settlement by January 24, 2025	Write to the Court with reasons why you do not agree with the Settlement. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement. If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue OBH and other Released Parties in a separate lawsuit about the legal claims this Settlement resolves.
Exclude Yourself From the Settlement by January 24, 2025	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against OBH or certain other Released Parties, for the claims this Settlement resolves. If you exclude yourself, you will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
Go to the Final Approval Hearing on February 26, 2025	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. You are <u>not</u> required to attend the Final Approval Hearing.
Do Nothing	You will not get any compensation or credit monitoring from this Settlement and you will give up certain legal rights. Submitting a Claim Form is the only way to obtain payment or credit monitoring from this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.OBHSettlement.com, or call 888-961-5105.
- The Court in charge of this case still has to 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 of the Court’s order granting final approval are resolved.

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the payments and credit monitoring codes that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Supreme Court of the State of New York, Kings County. The case is known as *Johnson, et al. v. One Brooklyn Health System, Inc.*, Index No. 512485/2023 (the “Lawsuit”). The people who filed the Lawsuit are called the Plaintiffs and the entity they sued, One Brooklyn Health, System, Inc., is called the Defendant. The Plaintiffs and the Defendant agreed to this Settlement.

2. What is this lawsuit about?

On or around November 19, 2022, OBH identified suspicious activity within its internal computer network. OBH’s investigation determined that an unauthorized party accessed OBH’s computer network and allegedly accessed and acquired documents on the system. The information contained in the files that allegedly were accessed included names, Social Security numbers, driver’s license or state identification numbers, dates of birth, financial account information, medical treatment information, prescription information, medical diagnosis or condition information, and health insurance information. The Lawsuit claims that the Defendant was responsible for failing to prevent the Data Incident and asserts claims such as: negligence, negligence per se, violation of General Business Law § 349, breach of fiduciary duty, breach of implied contract, breach of express contract, unjust enrichment, and violations of the New Jersey Consumer Fraud Act. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Incident.

Defendant has denied and continues to deny all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it. No court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. By entering into this Settlement, OBH is not admitting that it did anything wrong.

3. What is a class action?

In a class action, one or more people called Class Representatives sue on behalf of people who they allege have similar claims. Together, all these people are called a Class or Class members. One Court and one judge resolve the issues for all Class members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Defendant. Instead, the Plaintiffs negotiated a settlement with Defendant that allows both the Plaintiffs and Defendant to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to obtain payment and credit monitoring services without further delay. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members. This Settlement does not mean that Defendant did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of this Settlement as a Settlement Class Member if your personal information may have been compromised, accessed, or involved in the Data Incident.

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

Yes. Specifically excluded from the Settlement Class are: (1) the judges presiding over the Action and members of their immediate families and their staff; (2) OBH, its affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which OBH, or its parents, have a controlling interest, and its current or former officers, directors, and trustees; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

Defendant will create a Settlement Fund of \$1,500,000.00, which will be used to pay for notice, applicable Taxes, administration, attorneys' fees, costs, expenses, and class representative Service Awards, pursuant to the terms and conditions of the Settlement. The benefits to Settlement Class Members are explained below:

Alternative Cash Payment: As an alternative to a claim for Actual Out-of-Pocket Losses and Attested Time, and/or Credit Monitoring (described below), Settlement Class Members may submit a claim to receive a pro rata cash payment from the Settlement Fund ("Alternative Cash Payment"). The amount of the Alternative Cash Payment will be calculated in accordance with the Settlement Agreement, which provides for a distribution of the Settlement Fund to first cover other costs and then distribute the remaining funds evenly amongst Settlement Class Members who elected to receive an Alternative Cash Payment.

Compensation for Out-of-Pocket Losses and Credit Monitoring

In lieu of selecting an Alternative Cash Payment as described above, Class Members may instead elect to receive reimbursement for out-of-pocket losses (including lost time) and credit monitoring services. The Settlement provides compensation for the following unreimbursed losses, so long as you do not select a claim for an Alternative Cash Payment:

1. **Unreimbursed Out-of-Pocket Expenses or Losses:** Out-of-pocket expenses up to \$2,500.00 incurred as a result of the Data Incident, including: documented bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, and fees for credit reports, credit monitoring, or other identity theft insurance product purchased between July 9, 2022 and March 10, 2025. Settlement Class Members may also submit up to 4 hours of lost time at a rate of \$25.00 per hour for time spent dealing with the Data Incident.

Compensation for lost time requires only an attestation that any claimed lost time was spent related to the Data Incident.

Compensation for unreimbursed losses (except for lost time), shall be paid only if: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Incident; and (3) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

2. **Credit Monitoring:** Settlement Class Members who do not opt for the Alternative Cash Payment are eligible to receive 24 months of Credit Monitoring and Identity Theft Protection Services free of charge. The Credit Monitoring and Identity Theft Protection Services will be provided to all valid claimants who timely enroll in these services for a period of 24 months from the date of activation, including daily three-bureau credit monitoring with Equifax, Experian, and TransUnion; identity restoration services; and \$1 million in identity theft insurance, among other features.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

8. How do I get benefits from the Settlement?

To ask for a payment, you must complete and Submit a Claim Form. Claim Forms are available at OBHSettlement.com, where you may also submit your Claim Form online. You may also request one by mail by calling 888-961-5105. Read the instructions carefully, fill out the Claim Form, and either submit it online or mail it postmarked no later than March 10, 2025 to:

One Brooklyn Health Data Incident
Settlement Administrator
PO Box 5645
Portland, OR 97228-5645

9. How will claims be decided?

The Settlement Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Settlement Administrator may require additional information from any Claimant. If the required information is not timely provided, the claim will be considered invalid. Any Class Member who makes a claim for Documented Loss Payment that is denied (and cannot be cured after a reasonable period of time) will have their claim deemed one for an Alternative Cash Payment, rather than have it be denied outright.

Additional information regarding the claims process can be found in Section 7 of the Settlement Agreement, available at OBHSettlement.com.

10. When will I get my payment?

The Court will hold a Final Approval Hearing at 4:00 p.m. on February 26, 2025 to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

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 a payment or credit monitoring services you must submit a Claim Form postmarked or submitted online by **March 10, 2025**.

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

If the Settlement becomes final, you will give up your right to sue Defendant for the claims being resolved by this Settlement. The specific claims you are giving up against Defendant are described in Section 4 of the Settlement Agreement. You will be “releasing” Defendant and all related people or entities as described in Section 4 of the Settlement Agreement. The Settlement Agreement is available at OBHSettlement.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what this means 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 Defendant about issues in the Lawsuit, 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 still get payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

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

No. Unless you exclude yourself from the Settlement, you give up any right to sue Defendant 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.

15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement. Your letter must be in writing and must identify the case name; state the name, address, telephone number and Unique Identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Johnson et al. v. One Brooklyn Health System, Inc.*”. You must mail your exclusion request postmarked no later than January 24, 2025, to:

One Brooklyn Health Data Incident Settlement Administrator
PO Box 5645
Portland, OR 97228-5645

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed Benjamin F. Johns of Shub & Johns LLC and Ben Barnow of Barnow and Associates, P.C. to represent you and other Settlement Class Members. These lawyers are called Class Counsel. 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 Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys’ fees not to exceed 1/3 (one-third) of the Settlement Fund, and, additionally, reasonably incurred litigation expenses and costs (not to exceed \$50,000.00). Class Counsel will also request approval of a service award of \$1,000.00 for each of the eight Class Representatives.

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?

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file with the Court and mail copies to Class Counsel and Defendant’s Counsel a written notice stating that you object to the Settlement.

Your objection must clearly (a) state the Class Member’s full name, current mailing address, and telephone number; (b) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Data Security Incident); (c) identify the specific factual and legal grounds for the objection; (d) identify all counsel representing the Class Member, if any; (e) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement in the past five (5) years; and (f) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing.

All objections must be submitted to the Settlement Administrator, Plaintiffs' Lead Counsel identified below, and to the Court either by mailing them to: Supreme Court of the State of New York, Kings County, 360 Adams St., Brooklyn, NY 11201 or by filing them in person at the Courthouse no later than **January 24, 2025**.

CLASS COUNSEL	DEFENDANT'S COUNSEL
<p style="text-align: center;">Benjamin F. Johns SHUB & JOHNS LLC Four Tower Bridge 200 Barr Harbor Drive, Ste 400 Conshohocken, PA 19428 bjohns@shublawyers.com</p> <p style="text-align: center;">Ben Barnow BARNOW AND ASSOCIATES, P.C. 205 West Randolph Street, Suite 1630 Chicago, IL 60606 b.barnow@barnowlaw.com</p>	<p style="text-align: center;">Claudia McCarron Daniel M. Braude MULLEN COUGHLIN LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333 cmccarron@mullen.law dbraude@mullen.law</p>

19. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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

The Court will hold a Final Approval Hearing at 4:00 p.m. on February 26, 2025, in the Supreme Court of the State of New York, Kings County, 360 Adams St., Brooklyn, NY 11201. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 18). The Court will also decide whether to approve fees, expenses, and reasonable litigation costs to Class Counsel, and the service awards to the Class Representatives.

21. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

22. May I speak at the Final Approval Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in Question 18 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not receive any compensation from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and the Release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or related parties about the issues involved in the Lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

24. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.OBHSettlement.com, or by writing to the One Brooklyn Health Data Incident Settlement Administrator, P.O. Box 5645, Portland, OR 97228-5645.

25. How do I get more information?

Go to OBHSettlement.com, call 888-961-5105, or write to the One Brooklyn Health Data Incident Settlement Administrator, P.O. Box 5645, Portland, OR 97228-5645.

***Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer any questions regarding the Settlement or the Lawsuit.***