

**IN THE CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

If you received a Notice of Security Incident regarding the Data Security Incident from Orlando Family Physicians, LLC (“OFP”) on or around July 20, 2021, you may be eligible for a class action settlement payment.

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

- A Settlement has been reached in a class action lawsuit about a data security incident that occurred on or around April 15, 2021, which potentially exposed personally identifiable information (“PII”) and/or protected health information (“PHI”) of OFP patients, prospective patients, employees, and other individuals (the “Data Security Incident”).
- OFP provides medical care at ten or more locations in central Florida. The circumstances giving rise to this case occurred on or around April 15, 2021, and involved an unauthorized person who accessed the email accounts of four of OFP’s employees and may have accessed information contained in the four email accounts related to patients, prospective patients, employees, and other individuals (the “Data Security Incident”). The exposed information may have included name; demographic information; health information, including diagnoses, providers and prescriptions; health insurance information, including legacy Medicare beneficiary number derived from the individual’s Social Security number or other subscriber identification number; medical record number; patient account number; and passport number. Subsequently, a lawsuit was filed against OFP, alleging that it did not take appropriate care to protect the patients, prospective patients, employees, and other individuals from the Data Security Incident.
- OFP denies all of the Plaintiffs’ claims in the lawsuit and maintains it did not do anything wrong but has agreed to settle the case to avoid the expense and burdens of litigation.
- The Settlement includes all Persons to whom OFP sent notification, whether by direct written notice or substitute notice, that their personal information and/or protected health information may have been or was exposed to unauthorized third parties as a result of the Data Security Incident.
- The Settlement provides payments to people who submit valid claims for out-of-pocket expenses and lost time that were incurred and plausibly arose as a result of the Data Security Incident, and for other extraordinary unreimbursed monetary losses and lost time as appropriate.
- The Settlement also includes two years of fraud resolution services. You do not need to submit a claim to receive this benefit.
- The Settlement also includes two years of credit monitoring services and identity theft insurance through IDX. You must submit a claim to receive this benefit.

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

Questions? Call 1-844-646-0116 or visit www.OrlandoFPSettlement.com

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim	The only way to get a payment and/or credit monitoring. You must submit a claim by July 1, 2023 .
Ask to be Excluded	Get no payment. The only option that allows you to sue OFP over the claims resolved by this Settlement. You must exclude yourself by June 01, 2023 .
Object	Write to the Court about why you do not like the Settlement. You must object by June 01, 2023 .
Do Nothing	Get no payment. 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 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 are resolved.

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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.

This matter involves a lawsuit styled *Alma Lopez Morales, et al. v. Orlando Family Physicians, LLC*, in the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida, Case No. 2021-ca-009153-o. The people who sued are called the Plaintiffs. OFP is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that OFP (“Defendant”) was responsible for the Data Security Incident and asserted claims such as: negligence, breach of contract, and breach of fiduciary duty. The lawsuit seeks compensation for people who experienced unreimbursed, documented out-of-pocket expenses, fraudulent charges, and/or lost time spent dealing with the aftermath / clean-up of the Data Security Incident; or unreimbursed, documented extraordinary monetary losses as a result of the Data Security Incident.

OFP denies all of the Plaintiffs’ claims and maintains 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 “Class” or “Class Members.” In this

case, the Representative Plaintiffs are Alma Lopez Morales, William Olivo, and Tanya Smalls. One Court resolves the issues for all Class Members, except for those who exclude themselves from the 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 timely claims will get compensation. The Representative Plaintiffs and their attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Class and its members. The Settlement does NOT mean that OFP 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 Class if you are a person to whom OFP sent notification, whether by direct written notice or substitute notice, that personal information and/or protected health information may have been or was exposed to unauthorized third parties as a result of the Data Security Incident occurring on or around April 15, 2021.

Specifically excluded from the Settlement Class are: (i) OFP and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; (iv) the attorneys representing the Parties in the Litigation; and (v) any other individual found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity involved in the Data Security 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, you may call 1-844-646-0116 with questions or visit **www.OrlandoFPSettlement.com**. You may also write with questions to Orlando Family Physicians Claims Administrator, 1650 Arch Street, Suite 2210 Philadelphia, PA 19103. Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement will provide payments to people who submit valid claims.

There are two types of general payments that are available:

- (1) Ordinary Expense Reimbursement (Question 8) and
- (2) Extraordinary Expense Reimbursement (Question 9).

You may submit a claim for either or both types of payments, however claims for Extraordinary Expenses are only available for members of the SSN subclass—meaning those individuals whose

Social Security number was potentially exposed during the Data Security Incident. You must also provide proof of your class membership in the form of either (1) the unique identifier provided in the notice you received by postcard or e-mail; or (2) name and physical address you provided to OFP for healthcare purposes.

If you provide a bill or payment card statement as part of required proof for any part of your claim, you may redact unrelated transactions and all but the first four and last four digits of any account number. In order to claim each type of payment, you must provide related documentation with the Claim Form, and the expense for which you are submitting a claim form cannot have been reimbursed through any other source.

The Settlement also includes fraud resolution services for a period of 2 years from the effective date of the Settlement. You do not need to submit a claim to receive this benefit.

The Settlement also includes two years of credit monitoring and identity theft insurance through IDX. You must submit a claim to obtain this credit monitoring service.

Finally, as part of the Settlement, OFP has agreed to implement verifiable contractual data security procedures. More details are provided in the Settlement Agreement, which is available at www.OrlandoFPSettlement.com.

8. What payments are available for Ordinary Expense Reimbursement?

Class Members are each eligible to receive reimbursement of up to \$225 (in total, per person) for the following categories of unreimbursed, documented out-of-pocket expenses resulting from the Data Security Incident:

- costs incurred on or after April 15, 2021 (or the earliest verifiable date the Data Security Incident occurred) associated with accessing or freezing/unfreezing credit reports with any credit reporting agency;
- other miscellaneous expenses incurred related to any ordinary out-of-pocket loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges;
- credit monitoring or other mitigative costs that were incurred on or after April 15, 2021 (or the earliest verifiable date the Data Security Incident occurred) through the date of the Class member's claim submission; and
- up to three (3) hours of unreimbursed attested lost time (at \$25 per hour) spent remediating issues related to the Data Security Incident.

9. What payments are available for Extraordinary Expense Reimbursement?

SSN Subclass Members who had other extraordinary unreimbursed fraudulent charges or out-of-pocket losses and/or lost time incurred as a result of, or in resolving issues and losses caused by, the Data Security Incident, are eligible to make a claim for reimbursement of up to \$7,500 per Class Member but must establish that these losses are fairly traceable to the Data Security Incident and must provide sufficient documentary support. As part of the claim, the Class Member must provide documentation plausibly supporting that:

- (1) the timing of the loss occurred on or after April 15, 2021 (or the earliest verifiable date the Data Security Incident occurred); and

- (2) the personal information used to commit identity theft or fraud consisted of the same type of personal information that was provided to OFP prior to the Data Security Incident.

Class Members who had documented extraordinary unreimbursed expenses may also make a claim for up to eight (8) hours of unreimbursed attested lost time (at \$25 per hour) spent remedying issues related to the Data Security Incident.

More details are provided in the Settlement Agreement, which is available at www.OrlandoFPSettlement.com.

HOW TO GET BENEFITS

10. How do I get benefits?

To ask for a payment or to sign up for credit monitoring, you must complete and submit a Claim Form. Claim Forms are available at www.OrlandoFPSettlement.com or you may request one by mail by or calling 1-844-646-0116. Read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **July 1, 2023** to:

Orlando Family Physicians Claims Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

11. How will claims be decided?

The Claims Administrator will decide in their professional judgment whether the information provided on a Claim Form is complete, timely 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.

REMAINING IN THE SETTLEMENT

12. 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 you must submit a Claim Form postmarked by **July 1, 2023**.

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

If the Settlement becomes final, you will give up your right to sue for the claims being resolved by this Settlement. The specific claims you are giving up are described in Section 1.22 of the Settlement Agreement. You will be “releasing” OFP and all related people or entities as described in Sections 1.21 and 1.23 of the Settlement Agreement. The Settlement Agreement is available at www.OrlandoFPSettlement.com.

Questions? Call 1-844-646-0116 or visit www.OrlandoFPSettlement.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 17 for free or, you can, of course, talk to your own lawyer at your own expense if you have questions about what this means.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue OFP 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.

14. 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, but you will not be bound by any judgment in this case.

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

No. Unless you exclude yourself, you give up any right to sue 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.

16. 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 lawsuit styled *Alma Lopez Morales, et al. v. Orlando Family Physicians, LLC*, in the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida, Case No. 2021-ca-009153-o.. Include your name, address, and signature. You must mail your Exclusion Request postmarked by **June 01, 2023**, to:

Orlando Family Physicians Settlement Exclusions
PO Box 58220
Philadelphia, PA 19102

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Class Counsel”: John A. Yanchunis and Ryan D. Maxey of MORGAN & MORGAN COMPLEX LITIGATION GROUP, 201 N. Franklin St., 7th Floor, Tampa, Florida 33602.

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.

18. How will the lawyers be paid?

Class Counsel will request the Court's approval of an award for attorneys' fees and reasonable costs and expenses of up to \$500,000. Class Counsel will also request approval of a service award of \$2,500 for each Representative Plaintiff. Any amount that the Court awards for attorneys' fees, costs, expenses, and an incentive award will be paid separately per the terms of the Settlement Agreement and will not reduce the amount of payments to 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.

19. 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, *Alma Lopez Morales, et al. v. Orlando Family Physicians, LLC*, in the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida, Case No. 2021-ca-009153-o, with the Clerk of the Court at the address below.

Your objection must include all of the following:

- your full name, address, telephone number, and e-mail address (if any);
- information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, which is described in response to Question 5;
- a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe is applicable;
- the identity of all counsel representing you, if any, in connection with your objection;
- a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing;
- your signature or the signature of your duly authorized attorney or other duly authorized representative;

To be timely, your objection must be **filed** with the Clerk of the Court for the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida no later than **June 01, 2023**.

In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than **June 01, 2023**:

Court	Class Counsel	OFP's Counsel
Clerk of the Court Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida	John A. Yanchunis Ryan D. Maxey MORGAN & MORGAN COMPLEX LITIGATION GROUP	Jim Monagle Justin Holmes Mullen Coughlin, LLC,

425 N Orange Ave Orlando, FL 32801	201 N. Franklin St., 7 th Floor, Tampa, Florida 33602	426 W. Lancaster Ave, Suite 200 Devon, PA 19333
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20. 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 Class. Excluding yourself is telling the Court that you do not want to be part of the 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.

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

The Court will hold a Fairness Hearing at **2:30 p.m.** on **August 28, 2023**, at the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida, 425 N Orange Ave, Orlando, FL 32801, Courtroom 19-B (or by Zoom if the Court so orders). The hearing may be moved to a different date or time without additional notice, so it is a good idea to check **www.OrlandoFPSettlement.com** or call 1-844-646-0116. 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 will 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 an incentive award for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

22. 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 19, the Court will consider it.

23. 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 19, including all the information required therein. Your Objection must be **filed** with the Clerk of Court for the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida by mailing it postmarked no later than **June 01, 2023**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel listed in Question 19, postmarked no later than **June 01, 2023**.

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, you will get no benefits from this Settlement. Unless you exclude yourself, after 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 about the legal issues in this case, ever again against OFP or any related people or entities as described in Sections 1.21 and 1.23 of the Settlement Agreement. The Settlement Agreement is available at www.OrlandoFPSettlement.com.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at www.OrlandoFPSettlement.com. You may also write with questions to the Claims Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 or info@OrlandoFPSettlement.com. You can also get a Claim Form at the website, or by calling the toll-free number, 1-844-646-0116.