

## **Notice of MIE Data Breach Class Action Settlement**

This is a Court-approved Legal Notice. This is not an advertisement.

### **Important Information – Read This Entire Notice Carefully.**

A Class Action Settlement has been proposed in litigation against Medical Informatics Engineering, Inc. (“MIE”) and NoMoreClipboard, LLC (together, called “Defendants” in this notice), relating to the data breach that MIE announced in May 2015 (“the Data Breach”). If you received a notice from MIE about the Data Breach or if your personal information was taken during the Data Breach, you are a “Settlement Class Member.”

Under the Settlement, MIE has agreed to make changes to its business practices that will improve the security of the personal and health information stored on its computer systems. Defendants will also establish a \$2.75 million Settlement Fund to pay for credit monitoring services to protect Settlement Class Members from future harm as well as for demonstrated Economic Losses. The Settlement Fund will also pay for the costs of the settlement administration and service awards for named Plaintiffs. MIE has agreed to pay an additional amount, up to \$1 million, for court-approved attorneys’ fees and expenses. In exchange, Settlement Class Members will release any and all claims they may have against Defendants and every other person or entity (with certain limited exceptions) related to the Data Breach as described in detail below.

### **Settlement Class Members May Act Now To Protect Themselves From Possible Harm Resulting From The Data Breach**

Settlement Class Members are encouraged to submit a claim to receive at least three years of future credit monitoring services. If you already have credit monitoring services, you may still sign up for this additional protection.

You may additionally provide documentation or proof to receive reimbursement of up to \$4,000 in Economic Losses that you believe you suffered or are suffering because of the Data Breach.

If approved, the proposed Settlement will resolve the litigation entitled *In re Medical Informatics Engineering, Inc., Customer Data Security Breach Litigation*, Case No. 3:15-md-2667, before Judge Robert L. Miller, Jr. in the Northern District of Indiana. The Court must decide whether to finally approve the Settlement. No Credit Monitoring Services will be provided and no payments will be made until the Settlement becomes final.

**Please read this Notice carefully.**

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>ELECT TO RECEIVE CREDIT MONITORING SERVICES</b>	<p>You must make a claim in order to receive Credit Monitoring Services.</p> <p>For detailed information about how to file a claim for Credit Monitoring Services, see Questions 11 and 13.</p>	Deadline: January 23, 2020
<b>FILE A CLAIM FOR ECONOMIC LOSSES</b>	<p>You must make a claim in order to receive reimbursement for Economic Losses. You may claim both Economic Losses and Credit Monitoring Services.</p> <p>For detailed information about how to file a claim for Economic Losses, see Questions 12 and 14.</p>	Deadline: January 23, 2020
<b>OBJECT OR COMMENT ON THE SETTLEMENT</b>	<p>You may object to the Settlement by writing to the Court and informing it why you don't think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement.</p> <p>For detailed information about how to object to or comment on the Settlement, see Question 19.</p>	Deadline: December 24, 2019
<b>GO TO THE "FINAL APPROVAL HEARING"</b>	<p>You may, but are not required to, attend the Final Approval Hearing where the Court may hear arguments concerning the approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment.</p>	Deadline: January 30, 2020
<b>EXCLUDE YOURSELF FROM THIS SETTLEMENT</b>	<p>You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to "opt out" of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to sue Defendants in this lawsuit, for claims related to the Data Breach. If you exclude yourself, however, you will not be eligible to receive Credit Monitoring Services or Economic Losses.</p>	Deadline: December 24, 2019
<b>DO NOTHING</b>	<p>If you do nothing, you will not be eligible to receive Credit Monitoring Services or Economic Losses. However, if the Settlement becomes final, you will give up your rights to sue Defendants regarding the Data Breach, as described in detail below.</p>	No Deadline

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## **BACKGROUND INFORMATION**

<b>1. Why is there a notice?</b>
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A Court authorized this notice because you have a right to know how the proposed Settlement may affect your rights. This notice explains the nature of the litigation, the general terms of the proposed Settlement and what it may mean to you. This notice also explains the ways you may participate in, or exclude yourself from, the Settlement.

<b>2. What is this litigation about?</b>
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In May 2015, Defendants announced that they had been the subject of a cyberattack which resulted in the theft of information stored in Defendants' computer systems concerning over 3 million people (the "Data Breach").

The lawsuit was brought on behalf of the individuals impacted by the Data Breach against Defendants. The Plaintiffs claim that Defendants failed to adequately protect their personal information and that they were injured as a result. Defendants deny any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. The complaint filed in this litigation, which describes the specific legal claims alleged by the Plaintiffs and the relief sought in litigation, is available at [www.miedatabreachsettlement.com](http://www.miedatabreachsettlement.com).

### **3. Who are the Defendants in the lawsuit?**

The Defendants are Medical Informatics Engineering, Inc. and NoMoreClipboard, LLC.

### **4. Why is this a class action?**

Even if you have not filed your own lawsuit against Defendants regarding the Data Breach, you can obtain the benefits provided by this Settlement because the litigation is proceeding as a class action.

In a class action, one or more people file a lawsuit to assert legal claims on behalf of themselves and other persons who have experienced the same or similar circumstances. Here, the twenty-two people who named themselves as Plaintiffs in the consolidated class action complaint against Defendants will serve as “Settlement Class Representatives” to represent not only their personal interests, but the interests of all the Settlement Class Members. Because this is a class action, even persons who did not file their own lawsuit can obtain relief from harm that may have been caused by the Data Breach.

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

Settlements avoid the costs and uncertainty of a trial and related appeals, while providing benefits to Settlement Class Members when the Settlement becomes final. The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. Settlement Class Representatives and the attorneys for the Settlement Class (“Class Counsel,” *see* Question 7) believe that the Settlement is in the best interests of the Settlement Class Members.

## **SETTLEMENT CLASS MEMBERSHIP**

### **6. How do I know if I am part of the Settlement?**

You are a Settlement Class Member, and you are affected by this Settlement, if:

- You received a notice from Defendants concerning the Data Breach that was announced in May 2015;
- or*
- Your personal information was taken during the Data Breach.

If you received a Notice of this Settlement, you have been identified by the Settlement Administrator as a Settlement Class Member.

## **THE LAWYERS FOR SETTLEMENT CLASS MEMBERS**

### **7. Do I have a lawyer in the case?**

Yes. The Court appointed as “Class Counsel” Irwin B. Levin of Cohen & Malad, LLP to represent you and the other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

## **8. How will Class Counsel be paid?**

Class Counsel will make an application to be paid directly by Defendants, and not from the Settlement Fund. The Settlement Agreement permits Class Counsel to seek reimbursement of expenses and a fee award of up to \$1 million, if the Court approves.

Class Counsel will also ask the Court to approve Service Payments of up to \$22,000 in total to compensate the Settlement Class Representatives from the Settlement Fund. For the 22 Settlement Class Representatives, the request will be \$1,000 each.

Defendants have agreed that they will not oppose these requests. The Court will decide the attorneys' fees and expenses, and Service Payments to be awarded. Any attorneys' fees and expenses awarded will not diminish the Settlement Fund. Class Counsel's application for attorneys' fees, expenses, and Service Payments will be made available on the Settlement website at [www.miedatabreachsettlement.com](http://www.miedatabreachsettlement.com) before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator at 1-855-263-1041.

## **BENEFITS FOR SETTLEMENT CLASS MEMBERS**

## **9. What benefits does the Settlement provide?**

The Settlement provides the following benefits to Settlement Class Members:

- Data Security Practice Changes and Commitments by Defendants (See Question 10);
- Free Credit Monitoring Services (See Questions 11, 13);
- Cash Reimbursement for Economic Losses (See Questions 12, 14).

## **10. Will the Settlement help protect data stored by MIE from another data breach?**

### **Settlement Benefit: Data Security Practice Changes and Commitments by Defendants**

Defendants will adopt, pay for, implement, and maintain business practice commitments related to information security to safeguard the Settlement Class Members' personally identifiable information.

## **11. Will the Settlement help protect me against future identity theft and fraud?**

### **Settlement Benefit: Free Credit Monitoring Services**

The Settlement provides a way to protect yourself from unauthorized use of your personal information. Settlement Class Members are encouraged to submit an election form to receive at least three years of future Credit Monitoring Services. If you already have credit monitoring services, you may still sign up for this additional protection.

The Credit Monitoring Services provided by the Settlement are separate from, and in addition to, the two years of credit monitoring and identity protection services offered through Experian by MIE starting in 2015, which expired in 2017. You need not have signed up for the previous services to be eligible to make a claim for the Credit Monitoring Services being offered through this Settlement.

Credit Monitoring Services will be provided for an initial period of three years. Credit Monitoring Services may be automatically extended to Settlement Class Members for a period longer than three years if there are sufficient funds left in the Settlement Fund. More detail about how Credit Monitoring Services could be extended longer than three years is available in Question 17.

Credit Monitoring Services are being provided by ID Experts. The features of these Credit Monitoring Services include:

- Single bureau credit monitoring and alerts;
- Cyberscan™. Dark web monitoring of underground websites, chat rooms, and malware to identify trading or selling of personal information;
- A subsequent, updated Experian Credit Report available at the Settlement Class Members' election as often as daily (online);
- ID Theft Insurance, which covers certain identity theft related expenses incurred by Settlement Class Members up to a limit of \$1 million;
- Fully managed identity recovery;
- Member advisory services; and
- Lost wallet assistance.

ID Experts has established an informational Internet web page for the Credit Monitoring Services being offered through this Settlement which can be found at: [www.miedatabreachsettlement.com](http://www.miedatabreachsettlement.com).

**12. Will the Settlement pay me back for identity theft and fraud I have already suffered or expenses I have already paid to protect myself?**

**Settlement Benefit: Reimbursement for Economic Losses**

If you spent time or money to address fraud or identity theft that you believe was related to the Data Breach, or to protect yourself from future harm, then you may make a documented claim for reimbursement. The Settlement reserves a fund of \$500,000 to pay all valid Economic Losses of all Settlement Class Members, and each individual claim may not exceed \$4,000. If the total amount of all approved claims exceeds \$500,000, then approved claims will not be paid in full. Instead, the amount of each claim will be reduced proportionally (by a percentage) until the total amount of all approved claims is equal to \$500,000.

Economic Losses that are eligible for reimbursement through the Settlement include the following costs incurred after May 2015: unreimbursed fraud losses or charges; professional fees incurred in connection with identity theft or falsified tax returns; credit freezes; credit monitoring that was ordered after May 2015 through the date on which Identity Theft Protection Services become available through this Settlement Agreement; miscellaneous expenses such as notary, tax, postage, copying, mileage, and long-distance telephone charges; and time spent remediating issues related to the Data Breach at \$15 per hour or unpaid time off work at the actual hourly rate of that Settlement Class Member, whichever is greater. Settlement Class Members shall not be compensated for more than two (2) hours of time spent remediating issues related to the Data Breach without a detailed showing how this time was expended and why it was necessary

This list provides examples only, and other losses or costs due to the Data Breach may also be eligible for reimbursement. YOU MUST BE ABLE TO DOCUMENT YOUR CLAIM.

The Settlement Administrator has the sole authority to determine the validity of claims for Economic Losses. Only valid claims will be paid.

The deadline to file an Out-of-Pocket Costs Claim will be January 23, 2020.

## HOW TO FILE A CLAIM

### 13. How do I file a claim for Credit Monitoring Services?

To obtain Credit Monitoring Services, you need to file an Election Form. There are two options to file your claim:

(1) File Online: You may fill out and submit the Election Form online at [www.miedatabreachsettlement.com](http://www.miedatabreachsettlement.com). This is the quickest way to file a claim.

(2) File by Mail: Alternatively, to claim Credit Monitoring Services, you may download a hard copy of the Election Form (available at [www.miedatabreachsettlement.com](http://www.miedatabreachsettlement.com), or ask the Settlement Administrator to mail an Election Form to you by calling 1-855-263-1041. Fill out your Election Form, and mail it (including postage) to: *In re MIE, Inc. Data Breach Litigation*, P.O. Box 43510, Providence, RI 02940-3510.

The deadline to file a Credit Monitoring Services Claim is January 23, 2020 (this is the last day to file online and postmark deadline for mailed claims).

### 14. How do I file a claim for Reimbursement of Economic Losses?

To file a claim for reimbursement of expenses or up to two hours of time you believe you lost due to the Data Breach, you need to file an Economic Loss Reimbursement Form and submit documentation and an attestation regarding the costs and losses that you incurred. There are two options for filing claims:

(1) File by Mail: Download a hard copy of the Reimbursement Form [www.miedatabreachsettlement.com](http://www.miedatabreachsettlement.com), or ask the Settlement Administrator to mail a Reimbursement Form to you by calling 1-855-263-1041, fill it out, and mail it (including postage) to: *In re MIE, Inc. Data Breach Litigation*, P.O. Box 43510, Providence, RI 02940-3510; or

(2) File Online: Alternatively, you may fill out and submit the Reimbursement Form and the required documentation online at [www.miedatabreachsettlement.com](http://www.miedatabreachsettlement.com).

The deadline to file an Economic Loss Claim is January 23, 2020 (this is the last day to file online and postmark deadline for mailed claims).

These are the instructions for filing out an Economic Loss Reimbursement Form. You may file a claim for Reimbursement of Economic Loss in addition to filing a separate claim for Credit Monitoring Services.

### 15. When and how will I receive the benefits I claim from the Settlement?

Credit Monitoring Services claimed by Settlement Class Members will begin, and payments for valid claims will be made, after the Settlement becomes final.



If you make a valid claim for Credit Monitoring Services, the Settlement Administrator will send you information on how to activate your credit monitoring. The Settlement Administrator will provide you with an activation code which you will use at the ID Experts websites to activate your Credit Monitoring Services.

Checks for valid Economic Losses will be mailed by the Settlement Administrator to the mailing address that you provide.

**16. What happens if my contact information changes after I submit a claim?**

If, after you submit a Reimbursement Form, you change your mailing address, email address, or banking information (if applicable), it is your responsibility to inform the Settlement Administrator of your updated information. You may do so by contacting the Settlement Administrator using the contact information in Question 29.

**17. What happens if some of the money from this Settlement is not claimed?**

None of the money in the \$2.75 million Settlement Fund will be paid back to Defendants if the Settlement becomes final. The Settlement Fund will be used to pay for Credit Monitoring Services, Economic Loss payments, Settlement Administration costs, and Service Awards to the Settlement Class Representatives.

Any money left in the Settlement Fund after these expenditures will be used to extend the time period for the Credit Monitoring Services claims, i.e. credit monitoring beyond the initial, guaranteed three years.

If there is not enough money to extend Credit Monitoring Services by at least one year, or, if funds are left over after Credit Monitoring Services have been extended for as many full years as possible, the remaining funds will be distributed to a non-profit organization or “*Cy Pres* Recipient.” The *Cy Pres* Recipient is the Center for Education and Research in Information Assurance Security at Purdue University.

**LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT**

**18. What am I giving up to stay in the Settlement Class?**

If you make a claim, or if you do nothing, you will be releasing all of your legal claims relating to the Data Breach against the Defendants when the Settlement becomes final. By releasing your legal claims, you are giving up the right to file lawsuits against, or seek further compensation from, Defendants for any harm related to the Data Breach—whether or not you are currently aware of those claims. Unless you exclude yourself from the Settlement (see Questions 24-27), all of the orders and decisions by the Court will bind you. That means you will be bound to the terms of the Settlement, and accompanying Court orders, and cannot bring a lawsuit, or be part of another lawsuit against Defendants relating to the Data Breach.

**OBJECTING TO OR COMMENTING ON THE SETTLEMENT**

**19. How do I tell the Court that I like the Settlement, or that I don’t like the Settlement?**

If you do not exclude yourself, you can comment on, or object to, the Settlement or any part of it.

Filing an objection means asking the Court to deny approval to the Settlement. You can’t ask the Court to order a larger settlement—it can only approve or deny the Settlement. If the Court denies approval, no Credit Monitoring Services will be provided, no settlement payments will be sent out, and the lawsuit will continue.

If you choose to make an objection or comment, it must be in writing and contain the following:

- a. The name and case number of this lawsuit (*In re MIE, Inc. Data Breach Litigation*, case number 3:15-MD-2667);
- b. Your full name and mailing address, and email address or telephone number;
- c. whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- d. with specificity, the grounds for the objection;
- e. a statement of the basis on which you claim to be a Settlement Class Member; and
- f. the identity of all counsel, if any, representing the objector, including any former or current counsel who may claim entitlement to compensation for any reason related to the objection.

To be considered by the Court, your objection must be either (1) filed at any location of the United States District Court for the Northern District of Indiana on or before December 24, 2019, or (2) mailed, postmarked no later than December 24, 2019, to the following two recipients at these addresses:

THE COURT	THE SETTLEMENT ADMINISTRATOR
318 Robert A. Grant Courthouse 204 South Main Street South Bend, IN 46601	<i>In Re MIE, Inc. Data Breach Litigation</i> P.O. Box 43510 Providence, RI 02940-3510

**20. What is the difference between objecting and excluding myself?**

You object to the Settlement when you disagree with some aspect of the Settlement and think the Court should not give Final Approval to the Settlement. An objection, like a comment, allows your views to be heard in Court.

Excluding yourself from the Settlement Class means that you are no longer a Settlement Class Member and don't want the Settlement to apply to you. Once you are excluded, you lose any right to receive any benefits from the Settlement or to object to any aspect of the Settlement because the case no longer affects you.

**FINAL APPROVAL HEARING**

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

The Court will hold the Final Approval Hearing at 9:00 a.m. on January 30, 2020 at the United States Courthouse, 318 Robert A. Grant Courthouse, 204 South Main Street, South Bend, IN 46601. The hearing may be postponed to a different date or time or location without notice. Please check [www.miedatabreachsettlement.com](http://www.miedatabreachsettlement.com) for any updates about the Settlement or the Final Approval Hearing. If the date or time of the Final Approval Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who appear at the hearing and who have provided notice of their intent to appear at the hearing (*see* Question 19). The Court may also consider Class Counsel’s application for attorneys’ fees, costs, and expenses and for Service Awards. After the hearing, the Court will decide whether to approve the Settlement.

**22. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you submit a written objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

**23. May I speak at the hearing?**

At that hearing, the Court will at its discretion hear any objections and arguments concerning the fairness of the Settlement.

You may attend, but you do not have to. As described above in response to Question 19, you may speak at the Final Approval Hearing if you have (a) mailed your written comment or objection to the appropriate recipient on or before the postmark deadline, and (b) identified in your comment or objection whether you intend to appear at the Final Approval Hearing.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**24. How do I exclude myself from the Settlement?**

If you want to keep the right to sue or continue to sue Defendants based on claims this Settlement resolves, you must take steps to exclude yourself from the Settlement Class (sometimes called “opting out”). If you exclude yourself, however, you will not be eligible to receive Credit Monitoring Services or reimbursement for Economic Losses.

To exclude yourself from the Settlement, you must send a letter by mail saying that you wish to do so. Your exclusion letter must include:

- a. The name and case number of this lawsuit (*In re MIE, Inc. Data Breach Litigation*, case number 3:15-MD-2667);
- b. Your full name and mailing address, and email address or telephone number;
- c. The words “Notification of Exclusion” or a statement that you want to be excluded from the Settlement; and
- d. Your signature.

You must mail your exclusion letter, postmarked no later than December 24, 2019, to:

*In re MIE, Inc. Data Breach Litigation*  
P.O. Box 43510  
Providence, RI 02940-3510

You cannot exclude yourself by mailing a notification to any other location or after the deadline of December 24, 2019. You cannot exclude yourself by telephone or by email. “Mass” or “class” opt-outs made on behalf of multiple persons or classes of persons will be deemed invalid.

If you submit a claim for Credit Monitoring Services and/or Economic Losses and you **also** submit a request for exclusion, the request for exclusion will be deemed invalid.

**25. If I do not exclude myself, can I sue Defendants for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue Defendants or any other person or entity (with certain limited exceptions) for the claims that this Settlement resolves.

**26. If I exclude myself, can I still get the Settlement benefits?**

No. You will not be eligible to receive any Credit Monitoring Services or compensation from the Settlement if you exclude yourself.

**27. If I exclude myself, am I still represented by Class Counsel?**

No. Class Counsel represents the members of the Settlement Class. If you exclude yourself from the Settlement Class, you are not represented by Class Counsel.

**DOING NOTHING**

**28. What happens if I do nothing?**

If you do nothing, you will not be eligible to receive any Credit Monitoring Services or compensation from the Settlement, and if the Settlement becomes final, you will give up your rights to sue Defendants and every other person or entity (with certain limited exceptions) regarding the Data Breach, as described in detail above.

**GETTING MORE INFORMATION**

**29. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement, view other case documents, and get additional information and updates by visiting [www.miedatabreachsettlement.com](http://www.miedatabreachsettlement.com).

You can also get additional information or request a copy of the Settlement Agreement by calling toll-free 1-855-263-1041, or writing to the Settlement Administrator at *In re MIE, Inc. Data Breach Litigation*, P.O. Box 43510, Providence, RI 02940-3510.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.