

IN THE SECOND JUDICIAL DISTRICT COURT
OF NEW MEXICO, BERNALILLO COUNTY

**IF YOU WERE NOTIFIED BY MAIL OF THE INCIDENT IMPACTING TRUE HEALTH IN 2021,
YOU MAY BE ELIGIBLE FOR A CLASS ACTION SETTLEMENT PAYMENT AND CREDIT
MONITORING SERVICES.**

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 incident that occurred on October 5, 2021, which potentially exposed personally identifiable information (“PII”) and/or protected health information (“PHI”) of True Health New Mexico, Inc. (“True Health”), customers and employees (the “Incident”).
- A phishing attack occurred on October 5, 2021, and this attack may have resulted in cyber criminals accessing and obtaining the PII/PHI of True Health’s customers and employees. The Plaintiffs allege that the PII/PHI of True Health customers and employees was potentially impacted by the Incident. The potentially compromised PII and PHI includes name, date of birth, medical record or patient account number, and limited treatment and/or clinical information, such as diagnosis, medications, provider, type of treatment, and treatment location. The Plaintiffs allege that True Health did not take appropriate care to protect customers and employees from the Incident.
- The Settlement includes all persons to whom True Health sent notification that their PII and/or PHI may have been or was exposed to unauthorized third parties as a result of the 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 Incident, and for other extraordinary unreimbursed monetary losses and lost time.
- The Settlement also includes two years of 3B credit monitoring and identity theft insurance through Equifax. You must submit a Claim to receive this benefit.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim	This is the only way to get payment and/or credit monitoring. You must submit a Claim by August 14, 2023 .
Ask to Be Excluded	Get no payment or credit monitoring. This is the only option that allows you to sue True Health over the claims otherwise resolved by this Settlement. You must exclude yourself by April 14, 2023 .
Object	Write to the Court about why you do not like the Settlement. You must object by April 14, 2023 .
Do Nothing	Get no payment or credit monitoring. Give up your 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 and credit monitoring will only be made or permitted after the Court grants final approval of the Settlement and after any appeals are resolved.

Questions? Call (877) 506-4514 or visit www.THNMSettlement.com.

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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 three separate lawsuits, styled (1) *McCullough v. True Health New Mexico, Inc.*, Case No. D-202-CV-2021-06816, in the Second Judicial District Court of New Mexico; (2) *Clement et al. v. True Health New Mexico, Inc.*, Case No. D-101-CV-2022-00129, in the First Judicial District Court of the City of Santa Fe, New Mexico; and (3) *Shanks v. True Health New Mexico, Inc.*, Case No. D-202-CV-2022-00449, in the Second Judicial District Court of the City of Albuquerque, New Mexico. The persons who sued are called the Plaintiffs. True Health is called the Defendant.

2. What is this lawsuit about?

The lawsuits claim that True Health was responsible for the Incident and assert claims such as negligence, negligence per se, breach of fiduciary duty, breach of implied contract, breach of express contract, violation of the New Mexico Unfair Trade Practices Act, unjust enrichment, and invasion of privacy. The lawsuits seek compensation for people who experienced unreimbursed, documented out-of-pocket expenses, fraudulent charges, and/or lost time spent dealing with the aftermath/cleanup of the Incident or unreimbursed, documented extraordinary monetary losses as a result of the Incident.

True Health 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 Brent McCullough, Jason Clement, Stephanie Wade, Karen Siegman, and Miriam Shanks. One court will review the proposed Settlement and resolve the issues and potential claims relating to the Incident for all 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 or credit monitoring benefits. The Representative Plaintiffs and their attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class and its members. The Settlement does NOT mean that True Health 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 True Health sent notification that PII and/or PHI may have been or was exposed to unauthorized third parties as a result of the Incident occurring on October 5, 2021.

Specifically excluded from the Settlement Class are (1) True Health and True Health's parents, subsidiaries, affiliates, officers, and directors, and any entity in which True Health has a controlling interest; (2) all individuals who make a timely election to be excluded from the Settlement using the correct protocol for opting out; (3) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels, and/or subdivisions; (4) the attorneys representing the any of the parties in the lawsuit; (5) all judges assigned to hear any aspect of the lawsuits, as well as their immediate family members; and (6) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Incident, or who pleads nolo contendere to any such charge.

Questions? Call (877) 506-4514 or visit www.THNMSettlement.com.

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 (877) 506-4514 with questions or visit www.THNMSettlement.com. You may also write with questions to True Health Claims Administrator, P.O. Box 4190, Portland, OR 97208-4190. 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 available:

- (1) Ordinary Expense Reimbursement (including lost time) (Question 8)
- (2) Extraordinary Expense Reimbursement (Question 9)

You may submit a Claim for either or both types of payments by completing a Claim Form. You must also provide proof of your class membership in the form of either (1) the Unique ID provided in the postcard notice you received; or (2) the name and physical address you provided to True Health for healthcare- or employment-related purposes.

You must provide documentation with the Claim Form that supports each type of payment sought. Any expense for which you are seeking payment cannot have been reimbursed through any other source. 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.

The Settlement also includes two years of 3B credit monitoring and identity theft insurance through Equifax for a period of two years from the effective date of the Settlement. You must submit a Claim Form to obtain this credit monitoring service.

Finally, as part of the Settlement, True Health has agreed to implement and/or maintain certain data security measures. More details are provided in the Settlement Agreement, which is available at www.THNMSettlement.com.

8. What payments are available for Expense Reimbursement?

Class members are each eligible to receive reimbursement of up to \$250 (in total, per person) for the following categories of unreimbursed, documented out-of-pocket expenses resulting from the Incident:

- Cost to obtain credit reports
- Fees relating to credit freezes
- Card replacement fees
- Late fees
- Overlimit fees
- Interest on payday loans taken as a result of the Incident
- Other bank or credit card fees
- Postage, mileage, and other incidental expenses resulting from lack of access to an existing account
- Costs associated with credit monitoring or identity theft insurance if purchased primarily as a result of the Incident
- Up to five hours of unreimbursed attested lost time (at \$20 per hour) spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath/cleanup of the Incident (only if at least one full hour was spent and the Class member provides a description of the activities performed during the time claimed as reflected in the Claim Form)

Questions? Call (877) 506-4514 or visit www.THNMSettlement.com.

9. What payments are available for Extraordinary Expense Reimbursement?

Class 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 Incident are eligible to make a Claim for reimbursement of up to \$5,000 per Class member. As part of the Claim, the Class member must provide documentation plausibly supporting that

- (1) they have incurred an actual, documented, and unreimbursed monetary loss;
- (2) the loss was caused in material part by the Incident;
- (3) the loss occurred during the time period on or after October 5, 2021, through and including the end of the Claims Deadline, which is **August 14, 2023**;
- (4) the loss is not already covered by one or more of the categories in Question 8 or reimbursed through any other source; and
- (5) a reasonable effort was made to avoid or seek reimbursement for the loss (including exhaustion of all available credit monitoring insurance and identity theft insurance).

Class members who had documented extraordinary unreimbursed expenses may also make a Claim for up to five hours of unreimbursed attested lost time (at \$20 per hour) spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath/cleanup of the Incident (only if at least one full hour was spent and the Class member provides a description of the activities performed during the time claimed as reflected in the Claim Form).

More details are provided in the Settlement Agreement, which is available at www.THNMSettlement.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.THNMSettlement.com or you may request one by mail by calling (877) 506-4514. Read the instructions carefully, fill out the Claim Form, and mail it so that it is postmarked no later than **August 14, 2023**, to the following address:

True Health Claims Administrator
P.O. Box 4190
Portland, OR 97208-4190

11. How will Claims be decided?

The Claims Administrator, a neutral third-party who has been hired to review and decide whether to approve the Claims submitted in response to the Settlement, will decide in their professional judgment whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any Class member. 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 so that it is postmarked by **August 14, 2023**.

Questions? Call (877) 506-4514 or visit www.THNMSettlement.com.

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 Paragraphs 25-27 of the Settlement Agreement. You will be “releasing” True Health and all related people or entities as described in Paragraph 27 of the Settlement Agreement. The Settlement Agreement is available at www.THNMSettlement.com.

The Settlement Agreement describes the released claims with specific details, so read it carefully. If you have any questions, you can contact the law firms listed in Question 17 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 to receive a payment or credit monitoring from this Settlement but you want to keep the right to sue True Health about issues relating to the Incident, you must take steps to get out of the Settlement Class. This is called excluding yourself from—or 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 True Health for the same thing later?

No. Unless you exclude yourself, you give up any right to sue for the claims that the Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit alleging claims released by the Settlement or otherwise relating to the Incident. If you exclude yourself, do not submit a Claim Form to ask for payment or credit monitoring.

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 *McCullough et al. v. True Health New Mexico, Inc.*, Case No. D-202-CV-2021-06816. Include your name, address, and signature. You must mail your Exclusion Request, postmarked by **April 14, 2023**, to the following address:

True Health Settlement Exclusions
P.O. Box 4190
Portland, OR 97208-4190

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Class Counsel”: Ben Barnow and Anthony Parkhill of Barnow & Associates, P.C., 205 West Randolph St., Ste. 1630, Chicago, IL 60606, (312) 621-2000, and Andrew W. Ferich of Ahdoot & Wolfson, P.C., 201 King of Prussia Rd., Ste. 650, Radnor, PA 19087, (310) 474-9111.

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 separately request the Court’s approval of an award for attorneys’ fees and reasonable costs and expenses of up to \$315,000. Class Counsel will also request approval of an incentive award of \$1,500 for each of the Representative Plaintiffs. Any amount that the Court awards for attorneys’ fees, costs, expenses, and an incentive award will be paid separately by True Health and will not reduce the amount of payments to Class members who submit valid Claims.

Questions? Call (877) 506-4514 or visit www.THNMSettlement.com.

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, *McCullough et al. v. True Health New Mexico, Inc.*, Case No. D-202-CV-2021-06816, in the Second Judicial District Court of New Mexico, with the Clerk of the Court at Clerk of Court, Second Judicial District Court of New Mexico, Bernalillo County, 400 Lomas Blvd. NW, Albuquerque, NM 87102.

Your objection must include all of the following:

- Your full name, address, telephone number, and email 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 Second Judicial District of New Mexico no later than **April 14, 2023**.

In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than **April 14, 2023**, at the addresses below:

Court	Class Counsel	True Health's Counsel
Clerk of Court Second Judicial District Court of New Mexico, Bernalillo County 400 Lomas Blvd. NW Albuquerque, NM 87102	Ben Barnow Barnow and Associates, P.C. 205 West Randolph St. Ste. 1630 Chicago, IL 60606	Paul Karlsgodt Baker & Hostetler LLP 1801 California Street Suite 4400 Denver, CO 80202

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 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 FINAL 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 Final Fairness Hearing at **10:00 am** on **May 10, 2023**, at the Second Judicial District Court of New Mexico, 400 Lomas Blvd. N.W., Albuquerque, NM 87102, Courtroom 716 (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.THNMSettlement.com or call (877) 506-4514 beforehand. At this hearing, the Court will consider whether

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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 each of the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision 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 Final 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 the Court for the Second District of New Mexico by mailing it, postmarked no later than **April 14, 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 **April 14, 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 against True Health about the legal claims released by the Settlement ever again.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed Settlement. More details can be found in the Settlement Agreement. You can download a copy of the Settlement Agreement from www.THNMSettlement.com. You may also write with questions to True Health Claims Administrator, P.O. Box 4190, Portland, OR 97208-4190. You can download a Claim Form from the website or request a copy by calling the toll-free number, (877) 506-4514.

Questions? Call (877) 506-4514 or visit www.THNMSettlement.com.