

## Notice of Proposed Class Action Settlement Benson Health Data Incident

*This is a Court-authorized Notice. This is not a solicitation from a lawyer.*

- A proposed class action Settlement has been reached with the Benson Area Medical Center, Inc. (“Benson Health” or “Defendant”) arising out of a ransomware incident perpetrated against Benson Health in May 2021 (the “Data Incident”). As a result of the Data Incident, the Private Information of Settlement Class Members may have been impacted. The case is known as *Pope v. Benson Area Medical Center, Inc. a/k/a Benson Health*, Case No. 22CVS002873-500, in the North Carolina Superior Court.
- If you were notified by Benson Health that your Private Information may have been impacted by the Data Incident, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, Benson Health has agreed to pay up to \$350,000.00 for Valid Claims submitted by Settlement Class Members, which includes the costs of credit monitoring services. Benson will also pay for notice and administration services, as well as any award for Attorneys’ Fees, Costs, and Expenses and/or Service Award approved by the Court. Benson Health has also agreed to implement certain security-related enhancements.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<b>SUBMIT A CLAIM FORM</b> <b>DEADLINE: FEBRUARY 11, 2025</b>	Submitting a Claim Form is the only way that you can receive any of the benefits provided by this Settlement, including credit monitoring, reimbursement of documented ordinary out-of-pocket expenses, and/or reimbursement of extraordinary losses. If you submit a Claim Form, you will give up the right to sue Benson Health and the other Released Parties (as defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b> <b>DEADLINE: JANUARY 27, 2025</b>	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Benson Health or the other Released Parties, involving the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement benefits from this Settlement.
<b>OBJECT TO OR COMMENT ON THE SETTLEMENT</b> <b>DEADLINE: JANUARY 27, 2025</b>	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. If you object, you may also file a Claim Form to receive Settlement benefits. If you exclude yourself from the Settlement, you cannot object to the Settlement.
<b>GO TO THE FINAL APPROVAL HEARING: ON A DATE TO BE DETERMINED</b>	You may attend the Final Approval Hearing where the Court may hear arguments concerning 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. You are <u>not</u> required to attend the Final Approval Hearing.
<b>DO NOTHING</b>	If you do nothing, you will not receive credit monitoring or any payment from the Settlement and you will give up your right to sue Benson Health or the Released Parties about the legal claims this Settlement resolves.

- 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 approve the Settlement. No Settlement benefits or

**Questions? Visit [www.PopeDataSettlement.com](http://www.PopeDataSettlement.com) or call toll-free 1-800-681-7107**

payments will be provided unless the Court approves the Settlement, and it becomes Final.

## **BASIC INFORMATION ABOUT THE SETTLEMENT**

### **1. Why was this Notice issued?**

The Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The case is known as *Pope v. Benson Area Medical Center, Inc. a/k/a Benson Health*, Case No. 22CVS002873-500, in the North Carolina Superior Court (the “Action”). The individual who filed this lawsuit, Michael Pope, is called the “Plaintiff” and the company that was sued, Benson Area Medical Center, Inc. a/k/a Benson Health, is called the “Defendant.”

### **2. What is this lawsuit about?**

In May 2021, a ransomware incident was perpetrated against Benson Health (the “Data Incident”). As a result, the Private Information of approximately 28,913 individuals may have been impacted by the Data Incident. Private Information means certain personal information, including but not limited to, names, dates of birth, and Social Security Numbers (“PII”), as well as certain protected health information (“PHI”).

Plaintiff brought this action individually and on behalf of all persons whose Private Information, he alleged, was compromised and subject to unauthorized access and exfiltration, theft, or disclosure as a direct result of the ransomware attack on Benson Health’s information system’s security, an event disclosed on or around July 2022. The initial complaint was filed August 26, 2022, in North Carolina Superior Court, and pleaded claims for negligence, negligence per se, invasion of privacy, and violations of the North Carolina Unfair and Deceptive Trade Act (the “Act” or “UDTPA”).

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

In a class action, one or more people sue on behalf of all people who have similar claims. Together, all of these people are called a “Class” or “Class Members.” One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who exclude themselves from the Class. The Plaintiff and Class Representative in this case is Michael Pope.

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

The Plaintiff and Defendant disagree over the legal claims alleged in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Plaintiff or Defendant (collectively referred to as the “Parties”). Instead, the Parties have agreed to settle the Action and agree that the Settlement Agreement offers significant benefits to all Settlement Class Members and is fair, reasonable, adequate, and in the best interest of the Plaintiff and all Settlement Class Members.

## **WHO IS INCLUDED IN THE SETTLEMENT?**

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

The Settlement Class includes: All individuals residing in the United States to whom Defendant sent a notice concerning the May 2021 ransomware incident perpetrated against Benson Health.

### **6. What if I am still not sure whether I am part of the Settlement?**

If you did not receive Notice by mail, or if you have any questions as to whether you are a Settlement Class Member, you may contact the Settlement Administrator by mail or email:

Pope Data Breach Settlement  
c/o Atticus Administration  
PO Box 64053  
St. Paul, MN 55164-9996

## THE SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

Under the Settlement, Benson Health has agreed to pay up to \$350,000.00 (“maximum amount”) for Valid Claims submitted by Settlement Class Members seeking reimbursement for ordinary out-of-pocket expenses (up to \$300.00 per Settlement Class Member) and/or extraordinary losses (up to \$1,000.00 per Settlement Class Member).

Settlement Class Members are also eligible to receive credit monitoring protections. The cost to provide credit monitoring protections is included in the \$350,000.00 maximum amount.

Benson Health will also pay for the costs of notice and administration services, as well as any award for Attorneys’ Fees, Costs, and Expenses and/or Service Award approved by the Court.

Additionally, Benson Health has agreed to implement certain security-related enhancements.

### 8. What are ordinary out-of-pocket expenses?

Settlement Class Members can submit a Claim Form for reimbursement of ordinary out-of-pocket expenses, not to exceed \$300.00 per Settlement Class Member, that were incurred as a result of the Data Incident.

Ordinary out-of-pocket expenses include: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; and (vii) fees for credit reports, or other identity theft protection services and plans purchased between May 1, 2021 and February 11, 2025. Settlement Class Members **must submit documentation** demonstrating the out-of-pocket expenses claimed.

Settlement Class Members may also claim up to four (4) hours for time spent responding to issues raised by the Data Incident (calculated at a rate of \$17.50 per hour). To be eligible for reimbursement of time spent, Settlement Class Members must provide a brief description of activities engaged in responding to the incident and the time spent on each such activity, and attest that any claimed lost time was spent responding to issues raised by the Data Incident. Reimbursement for time spent is subject to the \$300.00 maximum amount for ordinary out-of-pocket expenses per Settlement Class Member.

### 9. What are extraordinary losses?

Settlement Class Members can submit a Claim Form for reimbursement of extraordinary losses, not to exceed \$1,000.00 per Settlement Class Member.

Extraordinary losses: (i) are actual, documented, and unreimbursed; (ii) were more likely than not caused by the Data Incident; (iii) occurred between May 1, 2021, and February 11, 2025; and (iv) are not already covered by ordinary out-of-pocket expenses. Settlement Class Members must have made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion (if applicable) of the Settlement Class Member’s credit monitoring insurance and identity theft insurance.

Documentation supporting extraordinary losses may include receipts or other documentation that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity to or support to other submitted documentation.

### 10. What are credit monitoring protections?

Settlement Class Members are eligible to claim one (1) year of one credit bureau credit monitoring and \$1 million in identity theft insurance protections. No supporting documentation is necessary to receive this Settlement benefit. Settlement Class Members must affirmatively request credit monitoring by indicating such request on the Claim Form, and codes will be sent

either to an email address provided by the Settlement Class Member or, if they do not have an email address, mailed to the address provided on the claim form.

### **11. What are the remedial measures?**

Benson Health has implemented or agreed to implement enhancements to its data system security-related measures, which will provide additional protection for the Private Information of the Plaintiff and Settlement Class Members that are still in its possession. Defendant has identified these measures for Plaintiff's counsel and provided supporting documentation with such identification and documents treated as highly confidential. Defendant will be prepared to address the disclosed measures with the Court during the Settlement approval process or as otherwise specified by the Court.

### **12. What rights am I giving up by remaining in the Settlement Class?**

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes Final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Benson Health or the Released Parties about the legal issues resolved by this Settlement, and released by the Settlement Agreement. The specific rights you are giving up are called Released Claims (*see next question*).

"Released Parties" means Benson Health and all of its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, officers, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, authorized agents, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Litigation.

### **13. What are the Released Claims?**

"Released Claims" collectively means any and all past, present, and future claims, petitions, complaints, suits, demands, charges, causes of action, lawsuits, or other proceedings whereby a Person may seek set-offs, costs, expenses, attorneys' fees, losses, rights, obligations, debts, contract enforcement, penalties, damages, or liabilities against another of any nature whatsoever, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, in law or equity, by statute or common law, matured or not yet matured, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Class. Released Claims shall not include any claims unrelated to the Data Incident that Plaintiff and Settlement Class Members have, or may have in the future, against Benson Health, and, to avoid doubt, that Benson Health may have, or may have in the future, against Plaintiff or any Settlement Class Member. As of the date of the Settlement Agreement, Plaintiff is not aware of any claims he may have against Benson Health unrelated to the Data Incident.

"Unknown Claims" means any of the Released Claims that any Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, including the Unknown Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff intends to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and all

provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 et seq., Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

More information is provided in the Settlement Agreement available at: [www.PopeDataSettlement.com](http://www.PopeDataSettlement.com)

## HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

### 14. How do I make a claim for Settlement benefits?

You must complete and submit a Claim Form by **February 11, 2025**. Claim Forms may be submitted online at [www.PopeDataSettlement.com](http://www.PopeDataSettlement.com) or downloaded from the Settlement Website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling 1-800-681-7107 or by writing to the Settlement Administrator via mail or email:

Pope Data Breach Settlement  
c/o Atticus Administration  
Attn: Claim Form Request  
PO Box 64053  
St. Paul, MN 55164

[PopeDataSettlement@atticusadmin.com](mailto:PopeDataSettlement@atticusadmin.com)

If you receive a Notice by mail, you can complete and return the Claim Form sent with the Notice if you are seeking Credit Monitoring and/or Reimbursement for lost time spent. If you are seeking reimbursement for documented ordinary out-of-pocket expenses or extraordinary losses, use the **Claimant ID number** provided on the front of your Notice to file your Claim Form online. If you believe you are a Settlement Class Member, but do not know your Claimant ID number, you may email the Settlement Administrator for assistance.

### 15. What happens if my contact information changes after I submit a claim?

If your contact or payment information changes after you submit a Claim Form, it is your responsibility to provide your updated information to the Settlement Administrator. You may notify the Settlement Administrator of any changes in writing by mail or email:

Pope Data Breach Settlement  
c/o Atticus Administration  
Attn: Claim Updates  
PO Box 64053  
St Paul, MN 55164-9996

[PopeDataSettlement@atticusadmin.com](mailto:PopeDataSettlement@atticusadmin.com)

### 16. When will the Settlement benefits be issued?

If you submit a valid and timely Claim Form requesting for credit monitoring protections, the Settlement Administrator will send you information on how to activate your credit monitoring after the Settlement becomes Final. Payments for valid and timely Claim Forms that are approved will be issued by the Settlement Administrator after the Settlement is approved and

Questions? Visit [www.PopeDataSettlement.com](http://www.PopeDataSettlement.com) or call toll-free 1-800-681-7107

becomes Final. Payments will be issued via the payment method selected on the Claim Form.

We do not know how long it may take the Court to approve the Settlement as Final, and whether any appeals will be filed. Please be patient and check [www.PopeDataSettlement.com](http://www.PopeDataSettlement.com) for updates.

## THE LAWYERS REPRESENTING YOU

### 17. Do I have a lawyer in this case?

Yes, the Court has appointed Milberg Coleman Bryson Phillips Grossman, PLLC and Strauss Borrelli PLLC to represent you and the Settlement Class as Class Counsel. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

### 18. How will Class Counsel be paid?

The Parties did not discuss the payment of Attorneys' Fees, Costs, Expenses and/or Service Award to Plaintiff until after the substantive terms of the Settlement had been agreed upon, other than that Benson Health would not object to a request for reasonable Attorneys' Fees, Costs, Expenses, and a Service Award to Plaintiff as may be ordered by the Court. Benson Health and Class Counsel then negotiated and agreed to the following:

- Benson Health has agreed not to object to a request by Class Counsel for Attorneys' Fees, inclusive of any costs and expenses of the Litigation in an amount not to exceed \$115,000.
- Benson Health has agreed not to object to a request for a Service Award in the amount of \$2,500 to named Plaintiff.

These payments are subject to Court approval and will not in any way reduce the Settlement benefits being made available to the Settlement Class.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to sue or continue to sue Benson Health and/or the other Released Parties on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

### 19. How do I get out of the Settlement?

In order to validly be excluded from the Settlement, Settlement Class Members must send a letter to the Settlement Administrator, so it is mailed with a **postmark** date no later than **January 27, 2025**.

The letter must clearly state that the Settlement Class Member wants to be excluded from the Settlement (“opt-out”) in the *Benson Area Medical Center, Inc. a/k/a Benson Health* litigation, Case No. 22CVS002873-500, pending in the North Carolina Superior Court, and must include his or her name, address, and signature. If the opt-out is untimely or otherwise fails to comply with any of the provisions for a valid opt-out, it shall not be considered a valid opt-out.

Pope Data Breach Settlement  
c/o Atticus Administration  
Attn: Exclusion Requests  
P.O. Box 64053  
St. Paul, MN 55164-9996

You cannot exclude yourself by telephone or by email.

### 20. If I exclude myself, can I still receive Settlement benefits?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get credit monitoring protections or a reimbursement payment if you stay in the Settlement and submit a valid Claim Form.

### 21. If I do not exclude myself, can I sue Benson Health for the same thing later?

Questions? Visit [www.PopeDataSettlement.com](http://www.PopeDataSettlement.com) or call toll-free 1-800-681-7107

No. Unless you exclude yourself, you give up any right to sue Benson Health and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against Benson Health or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

## OBJECT TO OR COMMENT ON THE SETTLEMENT

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

If you do not like the terms of the Settlement, you can write to the Court in the form of an objection. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement.

To be valid, an objection must state:

- (i) The objector’s full name, address, telephone number, and e-mail address (if any);
- (ii) Information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of Notice, copy of original notice of the Data Incident);
- (iii) A written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- (iv) The identity of any and all counsel representing the objector in connection with the objection;
- (v) A statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and
- (vi) The objector’s signature and, if applicable, the signature of the objector’s duly authorized attorney or other duly authorized representative.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and any Judgment in the Litigation.

To be considered timely, any valid objection in the appropriate form must be filed with the Clerk of the Court no later than **January 27, 2025**. A copy of the objection must also be mailed to the Settlement Administrator, postmarked no later than **January 27, 2025**

Court	Settlement Administrator
Pope Data Breach Incident Clerk of Superior Court Attn: Objection Requests 207 E Johnston St, Smithfield, NC 27577	Pope Data Breach Settlement c/o Atticus Administration Attn: Objection Requests P.O. Box 64053 Saint Paul, MN 55164-9996

**23. What is the difference between objecting and requesting exclusion?**

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

## THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing, on a date to be determined **at** the General Court of Justice, Superior Court Divisions for the State of North Carolina in and for Johnston County.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please monitor the Settlement Website to confirm whether the date for the Final Approval Hearing has changed.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for Attorneys' Fees, Costs and Expenses, and the Service Award to the Plaintiff. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

**25. 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 send an objection, you do not have to come to Court to talk about it. As long as your written objection is complete and submitted on time, the Court will consider it.

**26. May I speak at the Final Approval Hearing?**

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see Question 22*). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

**IF YOU DO NOTHING**

**27. What happens if I do nothing at all?**

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Benson Health or any of the other Released Parties about the legal issues in this Action and released by the Settlement Agreement.

**GETTING MORE INFORMATION**

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

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.PopeDataSettlement.com](http://www.PopeDataSettlement.com). If you have questions about the proposed Settlement or anything in this Notice, you may contact the Settlement Administrator:

Pope Data Breach Settlement  
c/o Atticus Administration  
PO Box 64053  
St. Paul, MN 55164-9996  
Email: [PopeDataSettlement@atticusadmin.com](mailto:PopeDataSettlement@atticusadmin.com)  
Toll-Free: 1-800-681-7107

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**