

DISTRICT COURT FOR MARSHALL COUNTY, IOWA

**If you were mailed a notice by Wolfe Eye Clinic on or about June 29, 2021 regarding a Data Incident, you may be eligible for compensation and credit monitoring.**

*Para una notificación en Español, visitar [www.WECSettlement.com](http://www.WECSettlement.com).*

*A Court authorized this Notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.*

- A settlement has been proposed in a class action lawsuit against Wolfe Clinic, P.C., doing business as Wolfe Eye Clinic (“Wolfe”) relating to a targeted cyberattack disclosed on or about June 29, 2021 by Wolfe, a specialty medical eye care and surgical treatment center with locations across the State of Iowa (the “Data Incident”). The computer systems possibly affected by the Data Incident potentially contained certain personal and protected health information relating to current and former Wolfe patients. The Plaintiffs claim that Wolfe was responsible for the Data Incident and assert claims including: negligence, breach of implied contract, breach of confidence and unjust enrichment. Wolfe denies all of the claims and says it did not do anything wrong.
- If you are an individual whose private information was maintained on Wolfe’s computer systems and/or network that was compromised in the Data Incident or if you received a notification from Wolfe, you may be included in this Settlement as a “Settlement Class member.”
- The Settlement provides payments to people who submit valid claims for reimbursement of certain expenses related to the Data Incident. It also provides for monitoring of financial accounts services to be provided to claimants as well as for improvements to be made to Wolfe’s data security systems.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY JUNE 14, 2022</b>	This is the only way you can get payment for a valid claim.
<b>TIMELY ENROLL IN MONITORING</b>	This is the only way you will receive Financial Shield® Monitoring Services.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY MAY 16, 2022</b>	You will not get any payment or Financial Shield® services from the Settlement, but you also will not release your claims against Wolfe. This is the only option that allows you to be part of any other lawsuit against Wolfe for the legal claims resolved by this Settlement.
<b>OBJECT TO THE SETTLEMENT BY MAY 16, 2022</b>	Write to the Court with reasons why you do not agree with the Settlement.
<b>GO TO THE FINAL FAIRNESS HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing.
<b>DO NOTHING</b>	You will not get any payment from this Settlement and you will give up certain legal rights. Submitting a claim form is the only way to obtain payment from this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at [www.WECSettlement.com](http://www.WECSettlement.com), or call 1-833-910-4491.
- The Court in charge of this case still has to decide whether to grant final approval the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.

**WHAT THIS NOTICE CONTAINS**

**BASIC INFORMATION..... PAGE 3**

- 1. Why is this Notice being provided?
- 2. What is this lawsuit about?
- 3. What is a class action?
- 4. Why is there a Settlement?

**WHO IS INCLUDED IN THE SETTLEMENT?..... PAGE 3**

- 5. How do I know if I am part of the Settlement?
- 6. Are there exceptions to being included in the Settlement?

**THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY ..... PAGES 4 & 5**

- 7. What does the Settlement provide?
- 8. What payments are available for Expense Reimbursement?
- 9. What payments are available for Extraordinary Expense Reimbursement?
- 10. What is included in the Financial Shield® services?

**HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM .....PAGE 5**

- 11. How do I get benefits from the Settlement?
- 12. How will claims be decided?
- 13. When will I get my payment?

**REMAINING IN THE SETTLEMENT ..... PAGES 6 & 7**

- 14. Do I need to do anything to remain in the Settlement?
- 15. What am I giving up as part of the Settlement?

**EXCLUDING YOURSELF FROM THE SETTLEMENT..... PAGE 6**

- 16. If I exclude myself, can I still get payment from the Settlement?
- 17. If I do not exclude myself, can I sue Wolfe for the same thing later?
- 18. How do I get out of the Settlement?

**THE LAWYERS REPRESENTING YOU ..... PAGE 7**

- 19. Do I have a lawyer in this case?
- 20. How will Class Counsel be paid?

**OBJECTING TO THE SETTLEMENT ..... PAGES 7 & 8**

- 21. How do I tell the Court that I do not like the Settlement?
- 22. What is the difference between objecting to and excluding myself from the Settlement?

**THE COURT’S FINAL FAIRNESS HEARING ..... PAGE 8**

- 23. When and where will the Court decide whether to approve the Settlement?
- 24. Do I have to come to the Final Fairness Hearing?
- 25. May I speak at the Final Fairness Hearing?

**IF YOU DO NOTHING ..... PAGE 8**

- 26. What happens if I do nothing?

**GETTING MORE INFORMATION.....PAGES 8**

- 27. Are more details about the Settlement available?
- 28. How do I get more information?

## BASIC INFORMATION

### **1. Why is this Notice being provided?**

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

The Court overseeing this case is the Iowa District Court for Marshall County, Iowa. The case is known as *Myshka v. Wolfe Clinic, P.C.*, Civil Action No. CV CI 011151 (the “Lawsuit”). The people who filed the Lawsuit are called the Plaintiffs and the entity they sued, Wolfe, is called the Defendant.

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

The Lawsuit claims that Wolfe was responsible for the Data Incident and assert claims including: negligence, breach of implied contract, breach of confidence and unjust enrichment. The Lawsuit seeks, among other things, payment and credit monitoring for persons who were injured by the Data Incident. Wolfe has denied and continues to deny all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

### **3. What is a class action?**

In a class action, one or more people called Class Representatives (in this case, Robert Myshka and Daniel Stumme) sue on behalf of people who have similar claims. Together, all these people are called a Class or Class members. If a class is certified, one Court and one judge resolves the issues for all Class members, except for those who exclude themselves from the Settlement Class.

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

The Court did not decide in favor of the Plaintiffs or Wolfe. Instead, the Plaintiffs negotiated a settlement with Wolfe that allows both Plaintiffs, the proposed Class, and Wolfe to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. The Settlement provides benefits and allows Settlement Class members to obtain payment for certain costs without further delay. The Class Representatives and their attorneys think the Settlement is in the best interest of all Settlement Class members. This Settlement does not mean that Wolfe did anything wrong.

## WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of this Settlement as a Settlement Class member if you are an individual whose private information was maintained on Wolfe’s computer systems and/or network that was compromised in the Data Incident. If so, you were mailed a notice by Wolfe in approximately June 29, 2021, regarding the Data Incident. Approximately 500,000 individuals were notified of the Data Incident.

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

Yes. Specifically excluded from the Settlement Class are: any Person who submits a valid request for exclusion to the Settlement Administrator.

## **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**

### **7. What does the Settlement provide?**

The Settlement provides for a Maximum Payout by Wolfe of \$2,000,000 which will include payments for claimed expense reimbursements by members of the Class, costs for claimed Financial Shield® services, settlement administration costs, service awards to named Plaintiffs, and attorney's fees and costs.

There are two types of payments that are available to Settlement Class Members: (1) Ordinary Expense Reimbursements (Question 8, below) and (2) Extraordinary Expense Reimbursements (Question 9, below). You may submit a claim for either or both types of payments if you have incurred the defined costs under these categories. To claim each type of payment, you must provide related documentation with the Claim Form.

The Settlement also provides for up to two years of Financial Shield® services (Question 10, below) to be provided to Settlement Class Members.

The Settlement also provides that Wolfe has improved information security enhancements since the Data Incident and will commit to security assessments in 2022 and 2023, and to implement any security recommendations as a result of those assessments.

### **8. What payments are available for Ordinary Expense Reimbursement?**

Class Members are eligible to receive reimbursement of up to \$500 (in total) for the following categories of out-of-pocket expenses and lost time that are attributable to the Data Incident:

- bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
- fees for credit reports, credit monitoring, or other identity theft insurance product purchased between June 29, 2021 and February, 14, 2022 .;
- reimbursement of up to twenty-five (25) hours of documented lost time (at \$20 per hour) spent dealing with the Data Incident, *e.g.*, time spent dealing with replacement card issues, reversing fraudulent charges, rescheduling medical appointments and/or finding alternative medical care and treatment, retaking or submitting to medical tests, locating medical records, retracing medical history, and any other demonstrable form of disruption to medical care and treatment, but only if the time can be documented with a sworn attestation detailing how the time was spent.

### **9. What payments are available for Extraordinary Expense Reimbursement?**

Class Members who had other extraordinary unreimbursed monetary losses because of information compromised as part of the Breach, above and beyond those categories of costs above under “Ordinary Expense Reimbursement,” are eligible to make a claim for reimbursement of up to \$5,000. As part of the claim, the Class Member must show that: (1) it is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Incident; (3) the loss occurred during the time period from February 8, 2021 through and including the end of the applicable claims period; (4) the loss is not already covered by one or more of the categories in Question 8; 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).

More details are provided in the Settlement Agreement, which is available at [www.WECSettlement.com](http://www.WECSettlement.com).

### **10. What is included in the Monitoring of Financial Accounts Services?**

All Settlement Class Members will be provided an access code to enable them to enroll in Financial Shield® services for a period of 2-years from the effective date of the service without the need to submit a Settlement Claim. Financial Shield monitors and protects registered financial accounts for account changes and account

takeover attempts. This service will notify consumers in near real-time if there is a change in any account, new signatory request or signatory deletion, new account opening, wire transfer requests and many more events targeted by hackers and online thieves. Financial Shield is backed by customer support and victim assistance specifically trained in identity theft restoration and a \$1 million insurance with no deductible in the event you experience fraud. This service is provided to all Settlement Class Members for a period of two years with the ability of Settlement Class Members to enroll at any point for the duration of the contract (meaning that a Settlement Class Members could enroll in year 2 and have coverage for the duration of the term of the contract). Such coverage and flexibility in enrollment provide protection for Settlement Class Members against future identity theft.

### **HOW TO GET BENEFITS**

#### **11. How do I get benefits from the Settlement?**

**To ask for a payment**, you must complete and submit a Claim Form. Claim Forms are available at [www.WECSettlement.com](http://www.WECSettlement.com), or you may request one by mail by calling 1-833-910-4491. Read the instructions carefully, fill out the Claim Form, and submit it online or mail it postmarked no later than **June 14, 2022** to:

Myshka v. Wolfe Eye Clinic  
c/o Kroll Settlement Administration, LLC  
PO Box 5324  
New York, NY 10150-5324

**To enroll in Financial Shield® services**, visit the following website and enter your information: <https://app.financialshield.com/enrollment/activate/wlf>. You will need the 16-digit activation code printed on your postcard notice to enroll. If you do not have your 16-digit activation code, contact the Settlement Administrator at [www.WECSettlement.com](http://www.WECSettlement.com), or 1-833-910-4491.

#### **12. How will claims be decided?**

The Claims Administrator has sole discretion to decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the required information is not timely provided, the claim will be considered invalid and will not be paid.

#### **13. When will I get my payment?**

The Court will hold a Final Fairness Hearing at 9:00 a.m. CST on June 17, 2022 to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

### **REMAINING IN THE SETTLEMENT**

#### **14. 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 online or postmarked by **June 14, 2022**. If you only want Financial Shield® services, all you need to do is use the code provided to you. If you have any questions about your code for Financial Shield® services, visit [www.WECSettlement.com](http://www.WECSettlement.com) for additional information.

#### **15. What am I giving up as part of the Settlement?**

If the Settlement becomes final, you will give up your right to sue Wolfe for the claims being resolved by this Settlement. The specific claims you are giving up against Wolfe are described in Paragraphs 36, 68, and 80 – 82 of the Settlement Agreement. You will be “releasing” Wolfe and all related people or entities as described in Paragraph 35, and Section XIII of the Settlement Agreement. The Settlement Agreement is available at [www.WECSettlement.com](http://www.WECSettlement.com).

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what this means you can talk to the law firms listed in Question 19 for free or you can, of course, talk to your own lawyer at your own expense.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this Settlement, but you want to keep the right to sue Wolfe about issues in the Lawsuit, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

#### **16. If I exclude myself, can I still get payment from the Settlement?**

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

#### **17. If I do not exclude myself, can I sue Wolfe for the same thing later?**

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

#### **18. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *Myshka v. Wolfe Clinic, P.C.*, Civil Action No. CV CI 011151. Your letter must also include your full name, current address, and signature. You must mail your exclusion request postmarked no later than **May 16, 2022** to:

Myshka v. Wolfe Eye Clinic - Exclusions  
c/o Kroll Settlement Administration, LLC  
PO Box 5324  
New York, NY 10150-5324

### **THE LAWYERS REPRESENTING YOU**

#### **19. Do I have a lawyer in this case?**

Yes. The Court appointed Mason Lietz & Klinger LLP, 5101 Wisconsin Avenue NW, Suite 305 Washington, DC 20016, to represent you and other Settlement Class members. These lawyers, including Gary M. Klinger of Mason Lietz & Klinger LLP are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

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

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys' fees, costs, and expenses in the amount of \$666,666.67 (1/3 of the \$2,000,000 Maximum Payout). Class Counsel will also request approval of a service award of \$2,500 for each of the Class Representatives. If approved, these amounts, as well as the costs of notice and settlement administration, will be paid by Wolfe out of the Maximum Payout Under Settlement.

### **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

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

If you are a Settlement Class member, you can object to the Settlement if you do not like the benefits available under the Settlement, the attorney's fees claimed, or other aspect of the Settlement. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must submit a written objection to the Settlement Administrator stating that you object to the Settlement in *Myshka v. Wolfe Clinic, P.C.*, Civil Action No. CV CI 011151.

Your objection must include:

- (i) the name of the proceedings;
- (ii) the Settlement Class Member's full name, current mailing address, and telephone number;
- (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection;
- (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (v) the identity of any attorneys representing the objector;
- (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and
- (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Your objection must be postmarked no later than **May 16, 2022**, and sent to:

Myshka v. Wolfe Eye Clinic - Objections  
c/o Kroll Settlement Administration, LLC  
PO Box 5324  
New York, NY 10150-5324

Any Settlement Class Member who does not send a timely and adequate objection in accordance with this section and Paragraph 56 of the Settlement Agreement may be deemed by the Court to have waived the right to object or to be heard at the Final Approval Hearing and may be forever barred from making any objection to the Settlement.

#### **22. What is the difference between objecting to and excluding myself from the Settlement?**

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

### **THE COURT'S FINAL FAIRNESS HEARING**

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

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

---

The Court will hold a Final Fairness Hearing at 9:00 a.m. CST on June 17, 2022, in the District Court for Marshall County, Iowa, 17 E Main St, Marshalltown, IA 50158. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any timely sent written objections and may also listen to people who have asked to speak at the hearing (*see* Question 21). The Court will also decide whether to approve fees and costs to Class Counsel, and the service awards to the Class Representatives.

**24. Do I have to come to the Final Fairness Hearing?**

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

**25. May I speak at the Final Fairness Hearing?**

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 21 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

**IF YOU DO NOTHING**

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

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

**GETTING MORE INFORMATION**

**27. Are more details about the Settlement available?**

Yes. This Notice summarizes the proposed Settlement. More details are in the Stipulation and Settlement Agreement, which is available at [www.WECSettlement.com](http://www.WECSettlement.com) or by writing to the Wolfe Settlement Administrator, P.O. Box 5324 New York, NY 10150-5324.

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

Go to [www.WECSettlement.com](http://www.WECSettlement.com), call 1-833-910-4491, or write to the Wolfe Settlement Administrator, P.O. Box 5324, New York, NY 10150-5324.

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