

# If You Received Treatment from Valley Anesthesiology Consultants, Inc. Before August 12, 2016, You May Be Eligible for Free Dark Web Credit Monitoring from a Class Action Settlement.

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

A settlement has been reached with the anesthesiology and interventional pain management group Valley Anesthesiology Consultants, Inc. (“VAPC”) in a class action lawsuit about a security incident discovered in 2016 after unknown hackers illegally accessed VAPC’s computer systems containing personal patient information, including medical and insurance records (“Security Incident”).

- The Settlement includes approximately 882,590 persons whose personally identifiable information, health information, bank account information, financial information, or health provider information was stored on VAPC’s electronic data systems before August 12, 2016. As part of this Settlement, VAPC has agreed to make substantive enhancements to its data security protocols, to better protect the information stored on VAPC’s electronic data systems, to include your personal health information and personally identifiable information. Class members do not have to do anything to receive this class benefit and are not releasing any claims against VAPC in exchange for this benefit.
- The Settlement also includes a subclass of 209,000 patients, current and former employees, and healthcare providers, whose Social Security, Medicare, or Medicaid numbers were potentially exposed during the Security Incident. This group, the “Monitoring Subclass,” is defined in Question 5 of this Notice. The Settlement will provide two (2) years of credit monitoring and identity theft protection, including dark web monitoring, to Monitoring Subclass members. The credit monitoring and identity theft protection will be provided by Experian. If you are a member of the Monitoring Subclass and do not exclude yourself from the Settlement, you will automatically be sent a code that will allow you to activate your services. If you are a Monitoring Subclass member and do not exclude yourself from this Settlement, as described below, you are releasing your right to sue VAPC for claims arising from the Security Incident. If you received this Notice by mail, you are a member of the Monitoring Subclass.

**Your legal rights may be affected even if you do nothing. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT YOUR CODE</b>	Upon final approval of this Settlement by the Court, Monitoring Subclass members will automatically be mailed a code and instructions to sign up for free dark web credit monitoring services. This is the only way to receive credit monitoring benefits from this Settlement. Monitoring Subclass members will have three months to activate these services before the code will expire.
<b>ASK TO BE EXCLUDED</b>	Monitoring Subclass members who ask to be excluded from the Settlement will receive no credit monitoring services. This is the only option that allows Monitoring Subclass members to sue VAPC over the claims resolved by this Settlement. You will still receive the benefit of VAPC’s enhanced data security protocols.
<b>OBJECT</b>	Write to the Court about why you do not like the Settlement. Monitoring Subclass members who asked to be excluded may not object.
<b>DO NOTHING</b>	Monitoring Subclass members who do nothing will receive no credit monitoring services and will give up or release their rights to sue VAPC over the claims resolved by this Settlement. You will still receive the benefit of VAPC’s enhanced data security protocols.

- 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. Credit monitoring will only be provided if the Court approves the Settlement and after any appeals are resolved.

**FOR MORE INFORMATION: 1-844-327-2352, [www.ValleyAnesthesiologySettlement.com](http://www.ValleyAnesthesiologySettlement.com)  
 PARA UNA NOTIFICACIÓN IN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE.**

**WHAT THIS NOTICE CONTAINS**

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

1. Why was this Notice issued?
2. What is this lawsuit about?
3. Why is this lawsuit a class action?
4. Why is there a settlement?

**WHO IS IN THE SETTLEMENT? .....PAGES 3–4**

5. How do I know if I’m included in the Settlement?
6. What if I am not sure whether I am included in the Settlement?

**THE SETTLEMENT BENEFITS..... PAGE 4**

7. What does the Settlement provide?

**HOW TO GET BENEFITS..... PAGE 4**

8. How do I get benefits?

**REMAINING IN THE SETTLEMENT..... PAGE 4**

9. Do I need to do anything to remain in the Settlement?
10. What am I giving up as part of the Settlement?

**EXCLUDING YOURSELF FROM THE SETTLEMENT ..... PAGE 5**

11. If I exclude myself, can I benefit from this Settlement?
12. If I don’t exclude myself, can I sue VAPC for the same thing later?
13. How do I exclude myself from the Settlement?

**THE LAWYERS REPRESENTING YOU .....PAGES 5–6**

14. Do I have a lawyer in this case?
15. How will the lawyers be paid?

**OBJECTING TO THE SETTLEMENT..... PAGE 6**

16. How do I tell the Court that I do not like the Settlement?
17. What is the difference between objecting and asking to be excluded?

**THE COURT’S FINAL FAIRNESS HEARING ..... PAGE 7**

18. When and where will the Court decide whether to approve the Settlement?
19. Do I have to attend the hearing?
20. May I speak at the hearing?

**IF YOU DO NOTHING..... PAGE 7**

21. What happens if I do nothing?

**GETTING MORE INFORMATION..... PAGE 7**

22. How do I get more information?

**BASIC INFORMATION**

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

A court authorized this Notice because you have a right to know about the proposed Settlement in this class action lawsuit and about all 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.

Judge Daniel Martin of the Superior Court of Arizona, County of Maricopa, is overseeing this case. The case is known as *In re: Valley Anesthesiology Consultants, Inc. Data Breach Litigation*, Case No. CV2016-013446, in the Superior Court of Maricopa, State of Arizona. The people who sued are the Plaintiffs. Valley Anesthesiology Consultants, Inc. (“VAPC”) is the Defendant.

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

The lawsuit claims that VAPC was responsible for the potential exposure of personal information arising from the Security Incident that occurred when hackers illegally accessed its computer systems because VAPC did not take appropriate care to protect those systems from hacking. The lawsuit seeks compensation for those individuals who were or may have been adversely affected by the Security Incident.

VAPC denies all of Plaintiffs’ claims, and VAPC further claims it did not fail to meet any obligations to Class members. VAPC maintains that it is the innocent victim of a crime.

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

In a class action, one or more people called “Class Representatives” sue on behalf of all people who have similar claims. All these people together are the “Class” or “Class Members.” In this case, the Class Representatives are Cade Becher, Melanie R. Chaignot, Janice E. Manz, and Megan F. Thomas. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

**4. Why is there a settlement?**

By agreeing to settle, both sides avoid the cost and risk of a trial, and the people affected will get a chance to receive benefits from the Settlement. The Class Representatives and their attorneys think the Settlement is best for all Class members. The Settlement does not necessarily mean that VAPC did anything wrong.

**WHO IS IN THE SETTLEMENT?**

You need to decide whether you are included in the Settlement.

**5. How do I know if I’m included in the Settlement?**

The Settlement is made up of two classes: the large, all-encompassing Injunctive Relief Class and the narrower Monitoring Subclass. They are defined as follows:

- a) The Injunctive Relief Class consists of *all* persons whose personally identifiable information, health information, bank account information, financial information, or health provider information was stored on VAPC’s electronic data systems before August 12, 2016. Injunctive Relief Class members will receive the benefit of VAPC’s enhanced data security protocols. There are approximately 882,590 Injunctive Relief Class members; all Class members are Injunctive Relief Class members.
- b) The “Monitoring Subclass” consists of all Injunctive Relief Class members whose Social Security, Medicare, or Medicaid numbers were potentially exposed during the Security Incident at VAPC. The Monitoring Subclass includes everyone who was previously offered identity or theft protection services by VAPC due to the Security Incident. These Class members will receive the benefit of an additional two (2) years of credit monitoring and identity theft protection, including dark web monitoring. There are approximately 209,000 Monitoring Subclass members.

## **THE SUPERIOR COURT OF THE COUNTY OF MARICOPA, STATE OF ARIZONA**

If you are unsure whether you received a Notice or which Class you are in, if any, you may call 1-844-327-2352 with questions or visit [www.ValleyAnesthesiologySettlement.com](http://www.ValleyAnesthesiologySettlement.com) for further information on the Settlement Agreement.

### **6. What if I am not sure whether I am included in the Settlement?**

If you are not sure whether you are included in the Settlement, you may call 1-844-327-2352 with questions or visit [www.ValleyAnesthesiologySettlement.com](http://www.ValleyAnesthesiologySettlement.com). You may also write with questions to Valley Anesthesiology Settlement Administrator, P.O. Box 2838, Portland, OR 97208-2838.

## **THE SETTLEMENT BENEFITS**

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

For the Injunctive Relief Class (defined in Question 5), the Settlement includes injunctive relief in the form of enhanced data security protocols at VAPC. In this case, “injunctive relief” means the Court-ordered requirement that VAPC agrees to implement enhanced data security measures. As part of this Settlement, VAPC has also agreed to provide assurances regarding improvements to its information security enterprise since the Security Incident. In particular, independent experts have evaluated and verified substantial improvements to VAPC’s security practices since the Security Incident. Additionally, Class Counsel (defined in Question 14) will have the ability to monitor VAPC’s information security protocol for one (1) year following this Settlement. You will receive these benefits regardless of what you do, and you will not forfeit any claims against VAPC by receiving these benefits.

For the Monitoring Subclass (defined in Question 5) the Settlement provides two (2) years of credit monitoring and identity theft protection, including dark web searching, for individuals whose Social Security, Medicare, or Medicaid numbers were potentially exposed during the Security Incident. The credit monitoring and identity theft protection will be provided, free of charge, by Experian.

More details are in a document called the Settlement Agreement, which is available at [www.ValleyAnesthesiologySettlement.com](http://www.ValleyAnesthesiologySettlement.com).

## **HOW TO GET BENEFITS**

### **8. How do I get benefits?**

To get your free credit monitoring services, simply follow the instructions that will be mailed to you after final approval of this Settlement. In order to determine when or if the Settlement will be finally approved, please visit the settlement website at [www.ValleyAnesthesiologySettlement.com](http://www.ValleyAnesthesiologySettlement.com), where these important dates will be updated as they are set by this Court.

You will receive the benefits of the injunctive relief even if you do nothing, and even if you opt out of the Settlement.

## **REMAINING IN THE SETTLEMENT**

### **9. 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 to receive the credit monitoring services, you will need to follow the instructions in the letter that will be mailed to you that includes your free credit monitoring code after final approval of the Settlement. You will have three months to activate these services before the code will expire.

You do not have to do anything to receive the benefits of injunctive relief.

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

**Injunctive Relief:** You do not give up any rights by enjoying the benefits of injunctive relief. The substantial improvements to VAPC’s data security and Class Counsel’s ability to verify those improvements do not require you to give up any rights.

## **THE SUPERIOR COURT OF THE COUNTY OF MARICOPA, STATE OF ARIZONA**

**Monitoring Subclass members:** If the Settlement becomes final and you do not opt out, Monitoring Subclass members will give up their right to sue VAPC for the claims being resolved by this Settlement. The specific claims Monitoring Subclass members are giving up against VAPC are described in Section III.18 of the Settlement Agreement. Monitoring Subclass members will be “releasing” VAPC and all related people as described in Section V.24–26 of the Settlement Agreement. The Settlement Agreement is available at [www.ValleyAnesthesiologySettlement.com](http://www.ValleyAnesthesiologySettlement.com).

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions, you can talk to the law firms listed in Question 16 for free, or you can, of course, talk to your own lawyer if you have questions about what this means.

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

If you don't want two (2) years of free credit monitoring from this Settlement, but you want to keep the right to sue VAPC about issues in this case, then you must take steps to get out. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Class.

By opting out, you will not forfeit the benefits of injunctive relief.

#### **11. If I exclude myself, can I benefit from this Settlement?**

You will not receive the credit monitoring benefits. By excluding yourself from this Settlement, you would not get to enjoy the credit monitoring benefits provided by the Settlement. If you exclude yourself, you will still get the benefit of injunctive relief as part of VAPC's enhanced security protocols.

#### **12. If I don't exclude myself, can I sue VAPC for the same thing later?**

No. As a Monitoring Subclass member, unless you exclude yourself, you give up any right to sue VAPC for the claims that this Settlement resolves. You must exclude yourself from the Class to start your own lawsuit or be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a code asking to enroll in credit monitoring services.

#### **13. 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 *In re: Valley Anesthesiology Consultants, Inc., Data Breach Litigation*, Case No. CV2016-013446, in the Superior Court of Maricopa, State of Arizona. Include your name, address, and signature. You must mail your Exclusion Request postmarked by **January 28, 2019**, to:

Valley Anesthesiology Exclusions  
P.O. Box 2838  
Portland, OR 97208-2838

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.

### **THE LAWYERS REPRESENTING YOU**

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

Yes. The Court appointed the following as “Class Counsel”: Leonard W. Aragon, Hagens Berman Sobol Shapiro, LLP, 11 West Jefferson Street, Suite 1000, Phoenix, AZ 85003 and Elaine A. Ryan, Bonnett, Fairbourn, Friedman & Balint, P.C., 2325 East Camelback Road, Suite 300, Phoenix, AZ 85016. 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.

**15. How will the lawyers be paid?**

Class Counsel will ask the Court for attorneys’ fees not to exceed \$800,000, inclusive of reasonable costs and expenses. Any amount that the Court awards for attorneys’ fees, costs, and expenses will be paid separately from the benefits available to the Class and will not reduce the amount of benefits available to the Class. Class Counsel will also ask for a payment not to exceed \$2,500 for each of the Class Representatives, who helped the lawyers on behalf of the whole Class. These amounts will also be separate from any benefits available to the Class.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don’t agree with the Settlement or some part of it.

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

You can object to the Settlement if you don’t like some part of it. The Court will consider your views. To do so, you must send in a written objection in this case, *In re: Valley Anesthesiology Consultants, Inc., Data Breach Litigation*, Case No. CV2016-013446, in the Superior Court of Maricopa, State of Arizona. Your objection must state: (i) your full name, address, telephone number, and email address (if any); (ii) information identifying you as a Class member; (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection you care to submit; (iv) the identity of all lawyers (if any) representing you; (v) the identity of all your lawyers (if any) who represent you and will appear at the Final Fairness Hearing; (vi) a list of all persons who will be called to testify at the Final Fairness Hearing in support of your objection; (vii) a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing in support of the objection; and (viii) your signature or the signature of your duly authorized lawyer or other duly authorized representative (along with documentation setting forth such representation).

In addition to the foregoing, objections should also provide the following information: (i) a list, by case name, court, and docket number, of all other cases in which you (directly or through a lawyer) have filed an objection to any proposed class action settlement within the last 3 years; (ii) a list, by case name, court, and docket number, of all other cases in which your lawyer (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last 3 years; and (iii) a list, by case name, court, and docket number, of all other cases in which you have been a named plaintiff in any class action or served as a lead plaintiff or class representative.

To be timely, your objection in the appropriate form must be **filed** with the Clerk of the Superior Court of Maricopa, State of Arizona, 125 West Washington Street, Phoenix, AZ 85003-2243, no later than **January 28, 2019**. In addition, you must **Mail** a copy of your objection to these places, postmarked no later than **January 28, 2019**:

<b>COURT</b>	<b>CLASS COUNSEL</b>	<b>DEFENSE COUNSEL</b>
Superior Court of Maricopa State of Arizona 125 West Washington Street Phoenix, AZ 85003-2243	Leonard W. Aragon Hagens Berman Sobol Shapiro, LLP 11 West Jefferson Street Suite 1000 Phoenix, AZ 85003  Elaine A. Ryan Bonnett, Fairbourn, Friedman & Balint, P.C. 2325 East Camelback Road Suite 300 Phoenix, AZ 85016	Casie Collignon 1801 California Street Suite 4400 Denver, CO 80202-2662

**17. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you don’t exclude yourself from the Class. Excluding yourself is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT’S 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.

**18. 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. on **February 15, 2019**, at the Courthouse for the Superior Court of Maricopa, 101 West Jefferson Street, Phoenix, AZ 85003, Courtroom 412. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.ValleyAnesthesiologySettlement.com](http://www.ValleyAnesthesiologySettlement.com) or call 1-844-327-2352. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**19. Do I have to attend the hearing?**

No. Class Counsel will answer any questions that the Court may have regarding the terms of the Settlement. But, you or your own lawyer is welcome to attend at your expense. 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 under Question 16, above, the Court will consider it. You may also have your own lawyer attend, but it is not necessary.

**20. 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 send a letter stating that it is your “Notice of Intention to Appear in *In re: Valley Anesthesiology Consultants, Inc., Data Breach Litigation*, Case No. CV2016-013446.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **January 28, 2019**, and must be sent to the four addresses listed in Question 16.

**IF YOU DO NOTHING**

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

If you do nothing, you’ll get no credit monitoring benefits from this Settlement. As a member of the Monitoring Subclass, you must follow the instructions that will be mailed to you following final approval of this Settlement to receive your free credit monitoring.

If you do nothing, you will still receive the benefit of injunctive relief as part of VAPC’s enhanced data security protocols. But, unless you exclude yourself, you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against VAPC about the legal issues in this case, ever again.

**GETTING MORE INFORMATION**

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

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.ValleyAnesthesiologySettlement.com](http://www.ValleyAnesthesiologySettlement.com). You may also write with questions to Valley Anesthesiology Settlement Administrator, P.O. Box 2838, Portland, OR 97208-2838, or call the toll-free number 1-844-327-2352.