

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
WHITE PLAINS DIVISION**

BIBI BAKSH, and, )  
SHARON DUNN, as Parent, Guardian, )  
And Next Friend of her daughter, M.M., a )  
a minor, and ON BEHALF OF )  
THEMSELVES AND ALL OTHERS )  
SIMILARLY SITUATED, )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
IVYREHAB NETWORK, INC. )  
 )  
Defendant. )

Case No. 7:20-CV-01845

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between (1) Plaintiffs Bibi Baksh and Sharon Dunn, as Parent, Guardian, And Next Friend of her daughter, M.M., a minor, and on behalf of themselves and all others similarly situated, and (2) Defendant Ivy Rehab Network, Inc. (“IvyRehab”) (all parties collectively referred to as the “Parties”).

**RECITALS**

**WHEREAS**, on March 3, 2020, Plaintiffs filed a putative class action (the “Lawsuit”), alleging that IvyRehab failed to adequately safeguard its patients’ electronically stored private information. Plaintiffs and the putative class sought monetary and equitable relief;

**WHEREAS**, Plaintiffs asserted claims against IvyRehab for (i) negligence, (ii) negligence per se, (iii) breach of express contract, (iv) breach of implied contract, (v) breach of fiduciary duty, and (vi) violation of New York General Business Law Section 349;

**WHEREAS**, on May 19, 2020, IvyRehab submitted a letter requesting a pre-motion conference because it anticipated filing a motion to dismiss the Lawsuit under Rules 12(b)(1) and 12(b)(6) of the Federal Rules of Civil Procedure;

**WHEREAS**, the Parties agreed to mediate the Lawsuit and jointly filed a motion seeking to stay all proceedings;

**WHEREAS**, on May 21, 2020, rather than entering a formal stay, the Court set the pre-motion conference for July 30, 2020 to provide the parties with a 60+ days to seek to resolve the Lawsuit;

**WHEREAS**, on July 13, 2020, the Parties mediated the Lawsuit with mediator Judge Morton Denlow (Ret.), and agreed to the terms of a settlement, desiring to resolve the Lawsuit rather than continue litigating;

**WHEREAS**, Plaintiffs and their counsel believe that, in consideration of all the circumstances, and after prolonged and serious arm's-length settlement negotiations with IvyRehab, the proposed settlement embodied in the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of all members of the Settlement Class (as defined in paragraph 1 below);

**WHEREAS**, IvyRehab indicated its intent to contest every claim in the Lawsuit and maintains that it has consistently acted in accordance with governing laws, but and after prolonged and serious arm's-length settlement negotiations with Plaintiffs' counsel and considering the expenses that would be necessary to defend the Lawsuit and the benefits of a final resolution of the Lawsuit, concluded that it is in its best interests to settle the Lawsuit on the terms and conditions in the Settlement Agreement;

**WHEREAS**, the Parties and their respective counsel have engaged in arm's length settlement negotiations and mutually desire to fully, finally, and forever settle the Lawsuit on behalf of the Settlement Class and for the Released Claims (defined in paragraph 8 below) in accordance with the terms and conditions of the Settlement Agreement, which the Parties believe constitute a fair and reasonable compromise of the claims and defenses asserted in the Lawsuit and upon final approval of the Court;

**WHEREAS**, based on their evaluation of the facts and the law, Plaintiffs and their counsel (hereinafter "Class Counsel") have agreed to settle the Lawsuit after considering such factors as (1) the benefits to the Settlement Class; (2) the risk, uncertainty, cost, and delay of litigation; and (3) the desirability of obtaining relief for Plaintiffs and the Settlement Class now rather than later (or not at all);

**WHEREAS**, Plaintiffs and Class Counsel have determined that the Settlement Agreement provides substantial benefits to the Settlement Class and represents a fair, reasonable, and adequate settlement of the claims that are or could have been alleged in the Lawsuit;

**WHEREAS**, IvyRehab and its counsel have made similar determinations, and, while denying wrongdoing, IvyRehab enters into the Settlement Agreement to avoid the expense, inconvenience, and inherent risk of litigation, as well as the concomitant disruption of its business operations.

#### **CERTIFICATION OF SETTLEMENT CLASS**

- 1. The Settlement Class:** The Settlement Class is defined as follows:

All individuals who utilized IvyRehab's services whose private information was maintained on IvyRehab's system, which was compromised in a cybersecurity incident announced by IvyRehab on or about November 26, 2019.

Specifically excluded from the Settlement Class are: (i) IvyRehab’s officers, directors, and employees; (ii) any entity in which IvyRehab has a controlling interest; and (iii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of IvyRehab. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

**2. Certification of Settlement Class:** Promptly after execution of the Settlement Agreement, Class Counsel will ask the Court to issue an order certifying the Settlement Class for settlement purposes only. IvyRehab agrees not to object to this request without waiver of its right to contest certification or the merits of the Lawsuit if the settlement does not receive final approval or the Effective Date (defined in paragraph 14 below) does not occur.

### **RELIEF TO THE SETTLEMENT CLASS**

**3. Relief to the Settlement Class:** If the proposed settlement receives final approval, IvyRehab will provide benefits to members of the Settlement Class (“Class Members”) as follows:

(a) **Claims-made Settlement.** Class Members may submit claims with a \$75 cap for any individual member’s recovery, and an overall \$150,000 cap on all claims payments for all Class Members cumulatively, with a *pro rata* reduction for each member’s recovery if the \$150,000 cap is exceeded. If cumulative claims payments do not exceed the \$150,000 cap, IvyRehab’s payment obligation will equal, and shall not exceed, the total cumulative claims payments. Claims shall consist of compensatory relief for ordinary documented losses, up to a total of \$75 per member, upon submission of a claim and sufficient supporting documentation establishing one or more of the following losses, if shown to be incurred as a direct result of the cybersecurity incident:

- i. Out of pocket expenses, including 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;
- ii. Fees for credit reports, credit monitoring, or other identity theft insurance products purchased between September 1, 2019 and the date of the Court's Preliminary Approval Order;
- iii. If at least one full hour was spent exclusively dealing with the cybersecurity incident, \$20 per member.

(b) Credit Monitoring. IvyRehab shall pay for 12 months of credit monitoring for Class Members who file a claim and enroll for this benefit, including an additional 12 months for eligible Class Members who previously enrolled as a result of IvyRehab's pre-Lawsuit notifications of the cybersecurity incident.

(c) Claims Payments. Payments will be mailed to Class Members within 30 days following the Effective Date upon submission of a valid claim form and after IvyRehab's or the Claims Administrator's confirmation through review of IvyRehab's records that the Class Member is entitled to relief, or the Class Member's submission of sufficient documentation demonstrating an entitlement to relief under the settlement, whichever is later. A copy of the claim form agreed to by the parties is attached as Exhibit D.

(d) *De Minimus* Exception. Class Members who would otherwise receive a refund of less than five dollars will not receive any refund.

(e) Returned Checks. If a check is returned as undeliverable, IvyRehab or the Claims Administrator will re-mail the check if a forwarding address is provided. If a new address

is not provided, or if the check is re-mailed and returned, the check will be cancelled and IvyRehab will have no further obligation to attempt to make a payment to that member.

(f) **Uncashed/Cancelled Checks.** Checks shall be valid for at least 90 days from the date of issue. A Class Member whose check is uncashed after the 90-day period may request a new check for up to six months from the date of the original check. Upon request, IvyRehab or the Claims Administrator will provide Class Counsel with a report on uncashed or cancelled checks.

**4. Attorneys' Fees, Costs, and Incentive Award:**

(a) **Attorneys' Fees and Costs.** IvyRehab agrees not to object to Plaintiffs' request for attorneys' fees to Class Counsel in an amount not to exceed a total of \$150,000, inclusive of costs ("Class Counsel Payment"). Class Counsel and Plaintiffs agree not to seek or accept a Class Counsel Payment greater than \$150,000. Class Counsel will petition for approval of the Class Counsel Payment at least 14 days before the deadline for Settlement Class Members to Exclude themselves or Object, or any other deadline set by the Court. IvyRehab will pay the amount approved by the Court that does not exceed \$150,000.

The Court-approved Class Counsel Payment will not affect any benefits provided to Class Members or Plaintiffs. IvyRehab will pay the Court-approved Class Counsel Payment within 7 business days of the Effective Date by wire transfer to the attorney trust account of Class Counsel, Mason Lietz & Klinger LLP, so long as the necessary documentation is provided by Class Counsel. IvyRehab's obligations with respect to the Court-approved Class Counsel Payment shall be fully satisfied upon receipt of the funds by Class Counsel. Class Counsel will be responsible for any loss that may occur after receipt of the funds and for allocating the Court-approved Class Counsel Payment among Class Counsel or others. IvyRehab will have no responsibility or liability in connection with the allocation of the Court-approved Counsel Payment, or for any tax obligations

or payments associated with the payment. Class Counsel will bear all liability, and IvyRehab will bear no liability (beyond the Court-approved Class Counsel Payment itself) in connection with any claim for payment made by any attorney or service provider who claims to have rendered services to, for, or on behalf of Plaintiffs, any Class Member, or Class Counsel in connection with the Lawsuit and this settlement.

Except for the Court-approved Class Counsel Payment, Class Counsel will be responsible for all fees, costs, and expenses incurred by Plaintiffs or Class Counsel in connection with the Lawsuit. No interest will accrue with respect to the Court-approved Class Counsel Payment.

(b) Incentive Award. IvyRehab agrees not to object to Plaintiffs' request for an incentive award in an amount not to exceed \$1,000 for each named Plaintiff for their time and effort on behalf of the Settlement Class. Class Counsel and each Plaintiff agree not to seek or accept an incentive award greater than \$1,000. Class Counsel will petition for approval of the incentive award at least 45 days before the final approval hearing, or any other deadline set by the Court. IvyRehab will pay the amount approved by the Court that does not exceed \$1,000 per named Plaintiff. The Court-approved incentive award will not affect any benefit provided to Class Members, including Plaintiffs. IvyRehab will pay the Court-approved incentive award within 7 business days of the Effective Date by check payable to "Mason Lietz & Klinger LLP" or by wire transfer to the attorney trust account of Class Counsel, Mason Lietz & Klinger LLP, so long as the necessary documentation is provided by Class Counsel. IvyRehab's obligation for payment of any Court-approved incentive award will be fully satisfied upon receipt of the check or wire transfer by Mason Lietz & Klinger LLP. Plaintiffs will bear all liability, and IvyRehab will bear no liability, for payment of taxes due, if any, on the Court-approved incentive award. No interest will accrue

with respect to the Court-approved incentive award if paid in accordance with the Settlement Agreement.

5. **New Practices:** IvyRehab has implemented improvements, and planned for future implementations, to improve its cybersecurity since the cybersecurity incident (including multifactor authentication) and shall continue in its efforts to improve its cybersecurity.

#### **SETTLEMENT ADMINISTRATION**

6. **Settlement Administration:**

(a) The Parties will choose a third-party settlement claims administrator (“Claims Administrator”) to provide notice of the settlement to the Settlement Class and otherwise administer the settlement, subject to the approval of the Court. The Claims Administrator will administer the settlement, including (i) providing postcard notification of the proposed settlement to the same population as IvyRehab’s pre-Lawsuit cybersecurity incident notification, or email notice when valid email addresses are available; (ii) create and host a website, publicly accessible for at least six months after the Effective Date, dedicated to providing information related to this Lawsuit, including access to relevant publicly available court documents relating to this Lawsuit, the settlement and the Settlement Agreement, including the postcard and long-form notices of the settlement (attached hereto as Exhibit B), and provide Class Members with the ability to submit claims and supporting documentation for compensatory relief and enroll in credit monitoring; (iii) maintaining a toll-free telephone number and P.O. Box by which Settlement Class Members can seek additional information regarding the Settlement Agreement; (iv) assist IvyRehab with posting notification of the proposed settlement on IvyRehab’s website, which notification will be retained on the website for a period of at least 90 days after the Effective Date; (v) processing claims and supporting documentation submissions and credit monitoring enrollment requests, and the

provision of approved payments to Class Members; (vi) processing requests for exclusion from Class Members; and (vii) any other provision of the Settlement Agreement that relates to the settlement and claims administration. Upon reasonable notice, the Claims Administrator and IvyRehab will make available for inspection by Class Counsel information reasonably necessary for Class Counsel to confirm that the Claims Administrator and IvyRehab have complied with the settlement administration aspects of the Settlement Agreement.

(b) **Review and Assistance.** Class Counsel will be permitted to audit and review actual (or summary reports on) claims made, claims approved or denied, checks issued, calculation of benefits under the settlement, returned checks and uncashed checks to assist with (1) the effectuation of the settlement, and (2) the Parties' respective desire to reasonably ensure that the benefits are administered in a manner to attempt to reach each Class Member.

(c) **Cost of Settlement Administration.** IvyRehab will be responsible for the cost of settlement administration, including the payment of the Claims Administrator. The cost of settlement administration will not affect any benefit provided to Class Members, including Plaintiffs. Except for the Court-approved Class Counsel Payment and Court-approved incentive award, IvyRehab will not be responsible for, and will not pay, any additional costs or fees incurred by Plaintiffs or Class Counsel with respect to the negotiation, implementation, or administration of the settlement, or any costs incurred by any Class Member in connection with participating in, opting out of, or objecting to the settlement.

(d) **Dispute Resolution.** In the event of a dispute over the validity of a claim, or a dispute over the denial of a check reissuance request, Class Members shall be entitled to submit their claim to the Better Business Bureau's dispute resolution process. Class Members must first notify the Claims Administrator that they intend to pursue the dispute resolution process, and

IvyRehab will have the option, at its sole discretion, to negotiate with the Class Member to attempt to resolve the dispute, provided that IvyRehab provides prior written notice to Class Counsel of its intent to do so. If IvyRehab elects not to undertake a negotiation process or the process does not resolve the dispute within 30 days from the date the Class Member notifies the Claims Administrator of the dispute, the Class Member may then submit the claim to the Better Business Bureau. IvyRehab will provide notice to Class Counsel of any claims submitted to the Better Business Bureau. The Better Business Bureau's findings will be final and binding on both parties. IvyRehab will pay the Better Business Bureau's fees for the dispute resolution process. Class Members and IvyRehab will each bear their own attorneys' fees and any other costs of the dispute resolution process, if any. Class Counsel will have the option, but not the obligation, to participate in the dispute resolution process.

**7. No Other Financial Obligations on IvyRehab:** Ivy Rehab will not be obligated to pay any fees, expenses, or costs in connection with the Lawsuit or the Settlement Agreement other than the amounts and categories specifically provided for in the Settlement Agreement.

#### **RELEASE**

**8. Release:** Upon the Effective date, Plaintiffs and every Class Member (except those who timely opt out), for themselves, their attorneys, spouses, beneficiaries, executors, representatives, heirs, successors, and assigns, in consideration of the relief set forth in the Settlement Agreement, fully and finally release IvyRehab, its parents, subsidiaries, and affiliates, and all of their present and former officers, directors, employees, agents, attorneys, representatives, insurers, and legal representatives from any and all claims or causes of action, whether known or unknown, that concern, refer or relate to (a) the cybersecurity incident announced by IvyRehab on or about November 26, 2019; (b) all other claims that were asserted, or that could have been

asserted, in the Lawsuit. The claims released in this paragraph are referred to as the “Released Claims,” and the parties released are referred to as the “Released Parties.”

Plaintiffs and the Class Members waive any principles of law similar to and including Section 1542 of the California Civil Code, 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.

Plaintiffs and the Settlement Class agree that Section 1542 and all similar federal or state laws, rules, or legal principles of any other jurisdiction are knowingly and voluntarily waived in connection with the claims released in the Settlement Agreement, and agree that this is an essential terms of the Settlement Agreement. Plaintiffs and the Settlement Class acknowledge that they may later discover claims presently unknown or suspected, or facts in addition to or different from those which they now believe to be true with respect to the matters released in the Settlement Agreement. Nevertheless, Plaintiffs and the Class Members fully, finally, and forever settle and release the Released Claims against the Released Parties.

### **SETTLEMENT APPROVAL PROCESS**

**9. Preliminary Approval Order:** Plaintiffs will petition the Court for a preliminary order approving the Settlement Agreement (the “Preliminary Approval Order”) promptly after the Settlement Agreement has been fully executed. A copy of the proposed Preliminary Approval Order is attached as Exhibit A.

**10. Class Notice:** Following entry of the Preliminary Approval Order and at least 63 days before the final approval hearing, the Claims Administrator will send the Notice of Proposed Settlement (attached as Exhibit B) to Class Members by U.S. mail or email, which notice will

advise that Class Members have 90 days from the date the Notice of Proposed Settlement is sent to submit a claim for compensation, credit monitoring enrollment, or both. The Claims Administrator will send Class Members to whom IvyRehab previously mailed notice of the cybersecurity incident the above notice via U.S. mail or, if a valid email address is available, by email. Before mailing the notice, the Claims Administrator will update the Class Member's address through a reliable service of the Claims Administrator's choosing that is consistent with its customary business practices. If a notice is returned to the Claims Administrator as undelivered and a forwarding address is provided, the Claims Administrator will re-mail one additional time to the new address.

**11. Right of Exclusion:** Class Members who submit a timely written request for exclusion from the Settlement Class will be excluded from the Settlement Class. A request for exclusion must be in writing and must state the name, address, and phone number of the person seeking exclusion. Each request must also contain a signed statement to the following effect: "I request to be excluded from the Settlement Class in the Bibi Baksh and Sharon Dunn lawsuit." The request must be mailed to the Claims Administrator at the address provided in the Class Notice no later than 60 days after issuance of the Preliminary Approval Order, or any other date set by the Court. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Class Notice, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Class Member. A Class Member who cashes a check from IvyRehab or submits a valid claim form is not eligible for exclusion, and any request for exclusion will be invalid. Class Counsel will file a list of Class Members requesting exclusion with the Court. If more than three percent of the Class Members request exclusion, IvyRehab will have the right, at its sole discretion, to terminate the Settlement

Agreement and render the settlement void and of no effect.

**12. Right to Object:** Any Class Member who objects to the settlement may appear in person or through counsel, at his or her own expense, at the final approval hearing to present any relevant evidence or argument. No Class Member will be heard and no papers submitted by any Class Member will be considered unless, no later than 60 days after issuance of the Preliminary Approval Order, or any other date set by the Court, the Class Member files with the Court and mails to Class Counsel and IvyRehab's counsel written objections that include: (1) the title of the case; (2) the Class Member's name, address, and telephone number; (3) the approximate date when the Class Member was a patient at an IvyRehab facility; (4) all legal and factual bases for any objection; and (5) copies of any documents that the Class Member wants the Court to consider. Should the Class Member wish to appear at the Final Approval Hearing, the Class Member must so state, and must identify any documents or witnesses the Class Member intends to call on his or her behalf. In addition, any Class Member objecting to the settlement shall provide a list of all other objections submitted by the objector, or the objector's counsel on behalf of the objector, to any class action settlement in the United States in the previous five years. Any Class member who fails to object in this manner will be deemed to have waived any objections.

**13. Final Judgement Order:** At the final approval hearing, the parties will ask the Court to enter final judgment (the "Final Judgment and Order"). A copy of the proposed Final Judgment and Order is attached as Exhibit C.

**14. Finality of Judgment:** The Final Judgment and Order will be deemed final, and the Effective Date will occur: (a) 35 days after the Final Judgment Order is entered if no notice of appeal or motion tolling the time for appeal is filed; or (b) if any such document is filed, 14 days after all appellate proceedings (including proceedings in the Court in the event of a remand) have

been finally terminated and the Settlement Agreement has been finally approved in all material respects.

### **MISCELLANEOUS PROVISIONS**

**15. Integration and Drafting:** The Settlement Agreement was drafted and negotiated by counsel for the Parties at arm's length. It sets forth the entire agreement among the Parties.

**16. Amendment, Court Approval, Extensions:** The Settlement Agreement may not be amended without the written consent of all Parties and approval of the Court; provided, however, that the Parties may agree to reasonable extensions of time to carry out any provision of the Settlement Agreement, and provided further that any extension of more than 30 days must be approved by the Court.

**17. Construction:** The Settlement Agreement has been drafted by all Parties and shall not be construed for or against any of the Parties.

**18. Integration of Exhibits:** The exhibits to the Settlement Agreement are incorporated by reference and are an integral part of the Settlement Agreement.

**19. Counterparts:** The Settlement Agreement may be executed in counterparts, each of which will be considered an original. Executed signature pages are valid and enforceable whether they are originals or copies, and whether transmitted by facsimile, email, or any other means.

**20. No Evidence, No Admission:** In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in the Lawsuit or in any other proceeding, except in a proceeding to enforce the Settlement Agreement (including its release). Without limiting the foregoing, neither the Settlement Agreement nor any related negotiations will be offered or received as evidence, or as

an admission or concession, by any person of any matter, including but not limited to any alleged wrongdoing on the part of IvyRehab or the appropriateness of certification of any class.

**21. Tax Consequences:** IvyRehab gives no opinion as to the tax consequences of the settlement to Class Members or anyone else. Each Class Member's or other person's tax obligations, if any, and the determination of those obligations, are the sole responsibility of the Class Member or other person. IvyRehab will act as it determines is required by the Internal Revenue Code in reporting any settlement benefit provided pursuant to the Settlement Agreement.

**22. Cooperation in Effecting Settlement:** The Parties, their successors and assigns, and their attorneys will implement the Settlement Agreement in good faith, use good faith in resolving any disputes that may arise in the implementation of the Settlement Agreement, cooperate with one another in seeking Court approval of the Settlement Agreement, and use their best efforts to effect the prompt consummation of the Settlement Agreement.

**23. Publicity:** The Parties will not make any public statement about the settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. Notwithstanding the foregoing, the Parties may respond to inquiries from Class Members regarding the substance of the settlement, provided however that such responses shall in no way be disparaging to a Party. IvyRehab may, at its sole discretion, make a public statement about its operating procedures, or changes to these procedures, relating to cybersecurity.

**24. Authority to Execute Agreement:** Each person executing the Settlement Agreement represents that he or she is authorized to execute it.

**BIBI BAKSCH**

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Date:

**SHARON DUNN, as Parent, Guardian  
And Next Friend or her Daughter, M.M.,  
a Minor**

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Date:

**IVYREHAB NETWORK, INC.**

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Anjali C. Das  
WILSON ELSER MOSKOWITZ  
EDELMAN & DICKER LLP

Date:

**MASON LIETZ & KLINGER LLP  
Attorneys for Plaintiffs and the Settlement Class**

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Gary E. Mason  
Date:

# EXHIBIT A

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
WHITE PLAINS DIVISION**

BIBI BAKSH, and, )  
SHARON DUNN, as Parent, Guardian, )  
And Next Friend of her daughter, M.M., a )  
a minor, and ON BEHALF OF )  
THEMSELVES AND ALL OTHERS )  
SIMILARLY SITUATED, )

Plaintiffs, )

v. )

IVYREHAB NETWORK, INC. )

Defendant. )

Case No. 7:20-CV-01845

**[PROPOSED] ORDER**

**GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter came before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Settlement Agreement. Plaintiffs, individually and on behalf of the proposed Settlement Class, and Defendant have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation. In May 2019, IvyRehab became aware that employee email accounts had potentially been accessed by an unauthorized party. The compromised email accounts included private information and private health information of at least 125,000 IvyRehab patients, including the Plaintiffs. IvyRehab provided notice of the data breach to affected individuals on November 26, 2019.

On January 23, 2020, Bibi Baksh and Sharon Dunn (as guardian of minor M.M.) (“Plaintiffs” or “Class Representatives”) filed their complaint in this Court, alleging: (1) negligence; (2) breach of express contract; (3) breach of implied contract; (4) negligence per se; (5) breach of fiduciary duty; and (6) violation of the New York Deceptive Trade Practices Act.

According to the Complaint, IvyRehab's employee email accounts were accessed in an unauthorized manner by a third party on or about May 2019, which resulted in the exposure of patients' personally identifiable and/or protected health information. The information allegedly exposed included first and last names, in combination with one or more of the following: protected health information, social security numbers, and financial account information.

The Parties, through their counsel, have entered into a Settlement Agreement following good faith, arm's-length negotiations and a mediation overseen by Hon. Morton Denlow (Ret.) of JAMS. The Parties have agreed to settle this action, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in dismissal of this action with prejudice.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Unopposed Motion for Preliminary Approval is granted as set forth herein.<sup>1</sup>

**1. Class Certification for Settlement Purposes Only.**

For settlement purposes only, the Court provisionally certifies a Settlement Class in this matter defined as follows:

All individuals who utilized IvyRehab's services whose private information was maintained on IvyRehab's system, which was compromised in a cybersecurity incident announced by IvyRehab on or about November 26, 2019 (the "Data Incident").

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<sup>1</sup> Unless otherwise indicated, capitalized terms used herein have the same meaning as they are assigned in the Settlement Agreement.

The Settlement Class specifically excludes: (i) Defendant's officers, directors, and employees; (ii) any entity in which Defendant has a controlling interest; (iii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant; and (iv) members of the judiciary to whom this case is assigned, their families and members of their staff.

The Court provisionally finds, for settlement purpose only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of Settlement Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of Settlement Class Members; (d) the Settlement Class Representatives and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

## **2. Settlement Class Representatives and Settlement Class Counsel.**

Bibi Baksh and Sharon Dunn (as guardian of minor M.M.) are hereby provisionally designated and appointed the Settlement Class Representatives. The Court provisionally finds that the Settlement Class Representatives are similarly situated to absent Class Members and therefore typical of the Class and that they will be adequate Settlement Class Representatives.

The Court further finds that the following counsel are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel pursuant to Federal Rule of Civil Procedure 23(g): Gary E. Mason and Gary M. Klinger of Mason Lietz & Klinger, LLP.

**3. Preliminary Settlement Approval.**

Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and accordingly is preliminarily approved.

**4. Jurisdiction.**

The Court concludes that it has subject matter and personal jurisdiction over the Parties before it for purposes of Settlement. Additionally, venue is proper in this Court as a substantial portion of the acts and transactions complained of occurred in this District.

**5. Final Approval Hearing.**

A Final Approval Hearing shall be held on \_\_\_\_\_, 2020 at \_\_:\_\_ .m. in the District Court for the Southern District of New York, White Plains Division, 300 Quarropas Street, White Plains, New York 10601-4150, Courtroom \_\_\_\_\_, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to Rule 23(b)(3) and (e); (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to Rule 23(e)(2); (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the Release set forth in the Settlement Agreement; (e) the motion of Settlement Class Counsel for an award of attorneys' fees, costs, and expenses (the "Fee Request") should be approved; and (f)

Plaintiffs' motion for incentive awards for Settlement Class Representatives ("the Incentive Award Request") should be approved.

The Incentive Award Request and Fee Request shall be filed with the Court at least 14 days prior to the deadline for Settlement Class Members to object or exclude themselves from the Settlement. Plaintiffs' Motion for Final Approval of the Settlement shall be filed at least 14 days prior to the Final Approval Hearing. By no later than 14 days prior to the Final Approval Hearing, the Parties shall file responses, if any, to any objections, and replies in support of the Incentive Award and Fee Request.

#### **6. Administration.**

The Court appoints Epiq as the Settlement Administrator, with responsibility for class notice and claims administration and to fulfill the duties of the Settlement Administrator as set forth in the Settlement Agreement. Defendant shall pay all costs and expenses associated with providing notice to Settlement Class Members separate and apart from the Settlement Fund, including but not limited to, the Settlement Administrator's fees, as well as the costs associated with administration of the Settlement.

#### **7. Notice to the Class.**

The Notice program set forth in the Settlement Agreement, and the Claim Form, Short-Form Notice, Long-Form Notice, and Email Notice attached to the Settlement Agreement as Exhibit B satisfy the requirements of Rule 23(c)(2), provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to this Exhibit may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

Within **14 days** of entry of this Preliminary Approval Order (the “Notice Deadline”), the Settlement Administrator shall complete the Notice program in the manner set forth in Section X of the Settlement Agreement.

**8. Findings and Conclusions Concerning Notice.**

The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Section 7 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise the Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and the Court concludes that the Notice program meets all applicable requirements of law, including Rule 23 (c) and (e) and the Due Process Clause of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

**9. Exclusion from the Class.**

Any Settlement Class Member who wishes to be excluded from the Settlement Class must express their wish to be excluded in writing via mail or via electronic submission through the Settlement website. The request for exclusion must be sent or postmarked no later than **60 days from the entry of this Order** (the “Opt-Out/Objection Period”). The written notification must include the Settlement Class Member’s name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Settlement Class; and

a signature of the individual or a person previously authorized by law, to act on behalf of the individual with respect to the claims asserted in this action.

The Settlement Administrator shall provide the Parties a final list of all who have timely and validly excluded themselves from the Settlement Class within three business days of the close of the Opt-Out/Objection Period. A list reflecting all individuals who timely and validly executed requests for exclusion shall also be filed with the Court at the time of the Motion for Final Approval of the Settlement.

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement Agreement. If Final Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

#### **10. Objections and Appearances.**

A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement, the Incentive Award Request, or the Fee Request.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is (a) filed with the Court by the Objection Date; and (b) mailed to

Settlement Class Counsel and Defendant's Counsel at the addresses listed in the Notice, postmarked on or before the close of the Opt-Out/Objection Period, as specified by the Notice. For an objection to be considered by the Court, the objection must also include all of the information set forth in Paragraph 12 of the Settlement Agreement, which is as follows:

- (i) the title of the case;
- (ii) the class member's name, address, and telephone number;
- (iii) the approximate date when the class member was a patient at an IvyRehab facility;
- (iv) all legal and factual bases for any objection; and
- (v) copies of any documents that the class member wants the Court to consider.

Any Settlement Class Member who fails to comply with the provisions in this Section shall waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the Release in the Settlement Agreement if Final Order and Judgment is entered.

If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

If Final Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the Incentive Award Request, or the Fee Request.

## **11. Claims Process and Distribution and Allocation Plan.**

Settlement Class Representatives and Defendant have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for relief described in Paragraph 3 of the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

## **12. Termination of Settlement.**

This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

### **13. Use of Order.**

This Order shall be of no force or effect if Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class.

Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

### **14. Stay of Proceedings.**

Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until further order of this Court.

### **15. Continuance of Hearing.**

The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

**16. Summary of Deadlines.**

The preliminary approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

**Notice Completion Deadline:** 14 Days after Preliminary Approval

**Deadline to Opt-Out/Object from Settlement:** 60 Days after Preliminary Approval

**Motion for Incentive Awards, Attorneys' Fees and Costs Deadline:** 14 Days Prior to Deadline to Opt-Out/Object

**Motion for Final Approval Deadline:** 14 Days prior to the Final Approval Hearing

**Replies in Support of Incentive Awards, Attorneys' Fees and Costs:** 14 Days Prior to the Final Approval Hearing

**Final Approval Hearing:** [Insert Date at least 90 Days After Preliminary Approval]

**Claims Deadline:** 90 Days After the Notice Completion Deadline

IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2020.

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Presented by:

**MASON LIETZ & KLINGER, LLP**

/s/

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/s/

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# EXHIBIT B

**If you utilized IvyRehab’s services and your private information was maintained on IvyRehab’s system, compromised in a cybersecurity incident announced on or about November 26, 2019, you may be eligible for benefits from a class action settlement.**

*Para una notificación en Español, visitar [WEB ADDRESS]*

*A federal 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 IvyRehab Network, Inc., (“IvyRehab”) relating to a cybersecurity incident involving the IvyRehab’s system, discovered on or about November 26, 2019 (the “Data Incident”). The computer system affected by the Data Incident potentially contained certain personal and protected health information (such as Social Security numbers, health insurance information, and other protected health information) relating to IvyRehab patients.
- If you are an individual who utilized IvyRehab’s services and your private information was maintained on IvyRehab’s system and potentially impacted by the Data Incident, you are a part of the class, and may be eligible for benefits.
- The Settlement provides credit monitoring and payments to individuals who submit valid, documented claims for out-of-pocket expenses and charges that were directly incurred and arose from the Data Incident.
- 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</b>	This is the only way you can receive payment or credit monitoring.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	You will not get any payment or credit monitoring from the Settlement, but you also will not release your claims against IvyRehab. This is the only option that allows you to be part of any other lawsuit against IvyRehab or related parties for the claims resolved by this Settlement.
<b>OBJECT TO THE SETTLEMENT</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 credit monitoring or compensation from the Settlement and you will give up certain legal rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, [WEBSITE] or call [TELEPHONE #].
- 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 after the Court grants final approval of the Settlement and after any appeals are resolved.

## WHAT THIS NOTICE CONTAINS

<b>BASIC INFORMATION</b> .....	<b>PAGE 3</b>
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?	
<b>WHO IS INCLUDED IN THE SETTLEMENT?</b> .....	<b>PAGE 3</b>
5. How do I know if I am part of the Settlement?	
6. Are there exceptions to being included in the Settlement?	
<b>THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY</b> .....	<b>PAGE 4</b>
7. What does the Settlement provide?	
8. What Settlement benefits are available?	
<b>HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM</b> .....	<b>PAGE 5</b>
9. How do I get benefits from the Settlement?	
10. How will claims be decided?	
11. When will I get my payment?	
<b>REMAINING IN THE SETTLEMENT</b> .....	<b>PAGE 5</b>
12. Do I need to do anything to remain in the Settlement?	
13. What am I giving up as part of the Settlement?	
<b>EXCLUDING YOURSELF FROM THE SETTLEMENT</b> .....	<b>PAGE 6</b>
14. If I exclude myself, can I still get payment from the Settlement?	
15. If I do not exclude myself, can I sue IvyRehab for the same thing later?	
16. How do I get out of the Settlement?	
<b>THE LAWYERS REPRESENTING YOU</b> .....	<b>PAGE 6</b>
17. Do I have a lawyer in this case?	
18. How will Class Counsel be paid?	
<b>OBJECTING TO THE SETTLEMENT</b> .....	<b>PAGE 7</b>
19. How do I tell the Court that I do not like the Settlement?	
20. What is the difference between objecting to and excluding myself from the Settlement?	
<b>THE COURT’S FINAL FAIRNESS HEARING</b> .....	<b>PAGE 8</b>
21. When and where will the Court decide whether to approve the Settlement?	
22. Do I have to come to the Final Fairness Hearing?	
23. May I speak at the Final Fairness Hearing?	
<b>IF YOU DO NOTHING</b> .....	<b>PAGE 8</b>
24. What happens if I do nothing?	
<b>GETTING MORE INFORMATION</b> .....	<b>PAGE 9</b>
25. Are more details about the Settlement available?	
26. 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 any objections or appeals are resolved, the Settlement Administrator appointed by the Court will distribute the payments and other relief 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 in charge of this case is the United States District Court for the Southern District of New York, White Plains Division. The case is known as *Baksh et al. v. IvyRehab Network, Inc.*, Case No. 7:20-cv-01845 (the “Lawsuit”). The people who filed the Lawsuit are called Plaintiffs and the entity they sued, IvyRehab, is called the Defendant.

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

The Lawsuit claims IvyRehab was responsible for the increased risk of identity theft stemming from the Data Incident and asserts claims such as: negligence; negligence per se; breach of express contract; breach of implied contract; breach of fiduciary duty; and violation of New York General Business Law Section 349. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Incident.

IvyRehab 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, Bibi Baksh and Sharon Dunn on behalf of her daughter M.M.) sue on behalf of people who have similar claims. Together, all these people are called a Class or Class Members. One Court and one judge resolve 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 IvyRehab. Instead, the Plaintiffs negotiated a settlement with IvyRehab that allows both Plaintiffs and IvyRehab to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to obtain benefits without further delay. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members. This Settlement does not mean that IvyRehab 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 utilized IvyRehab’s services and your private information was maintained on IvyRehab’s system, compromised in the Data Incident.

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

Yes. Specifically excluded from the Settlement Class are: (i) IvyRehab's officers, directors, and employees; (ii) any entity in which IvyRehab has a controlling interest; and (iii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of IvyRehab. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

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

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

There are two types of claims-based remedies that are available: (1) credit monitoring; and (2) expense and time reimbursement (Question 8, below). You may submit a claim for either or both of the above listed remedies. In order to claim each type of remedy, you must provide related documentation with the Claim Form.

The Settlement will provide credit monitoring services to all valid claimants.

The Settlement will also provide for expense reimbursements as described in Question 8. The total amount of money paid by IvyRehab for expense and time reimbursement shall not exceed \$150,000. In the event the total amount of money claimed and approved for expense and time reimbursement exceeds \$150,000, each claim made and approved under the Settlement shall be reduced on a pro rata basis until the total is reduced to \$150,000.

Additionally, the Settlement also provides that IvyRehab has implemented and will implement new data security measures to improve its system's cybersecurity.

### **8. What settlement benefits are available?**

Class Members are each individually eligible to receive 12-months of credit monitoring in addition to any credit monitoring services previously provided as a result of IvyRehab's pre-lawsuit notifications.

Qualified Class Members are further eligible to claim reimbursement of up to \$75 (in total) for their documented out-of-pocket expenses, fees for credit based reports, and time expenses resulting from the Data Incident including:

- Out of pocket expenses, including bank fees, long distance phone charges, cell phone charges (if charged by the minute), data charges (if charged based on data used), postage, or gasoline for local travel;
- Fees for credit reports, credit monitoring, or other identity theft insurance products purchased between September 1, 2019 and the date of the Court's Preliminary Approval Order; and
- Where at least one full hour was spent exclusively dealing with the Data Incident, \$20 per Class Member.

**9. How do I get benefits from the Settlement?**

To ask for a payment or credit monitoring, you must complete and submit a Claim Form. Claim Forms are available at [WEBSITE] or you may request one by mail by calling [TELEPHONE#]. Read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than [DATE] to:

IvyRehab Settlement Administrator  
c/o [Administrator]  
[Administrator Address]  
[Administrator Address]

**10. How will claims be decided?**

The Settlement Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Settlement Administrator may require additional information from any Class Member who submits a Claim Form. If the required information is not timely provided, the claim will be considered invalid and will not be paid, and credit monitoring will not be provided. Class Counsel and Counsel for IvyRehab will be able to review claims made.

**11. When will I get my payment?**

The Court will hold a Final Fairness Hearing at [time and date and location] 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 Claim Forms to be processed, depending on the number of claims submitted. Please be patient.

**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 would like to enroll in credit monitoring or be eligible to receive a payment you must submit a Claim Form postmarked by [DATE].

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

If the Settlement becomes final, you will give up your right to sue IvyRehab for the claims being resolved by this Settlement. The specific claims you are giving up against IvyRehab are described in paragraph 8 of the Settlement Agreement. You will be “releasing” IvyRehab and all related people or entities as described in paragraph 8 of the Settlement Agreement. The Settlement Agreement is available at [WEBSITE].

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 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 benefits from this Settlement, but you want to keep the right to sue IvyRehab 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.

### **14. 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.

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

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

### **16. 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 *Baksh et al. v. IvyRehab Network, Inc.*, Case No. 7:20-cv-0184. Your letter must also include your name, address, telephone number, and signature. You must mail your exclusion request postmarked no later than [DATE] to:

IvyRehab Settlement Administrator  
c/o [Administrator]  
[Administrator Address]  
[Administrator Address]

## **THE LAWYERS REPRESENTING YOU**

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

Yes. The Court appointed Gary E. Mason of Mason Lietz & Klinger LLP, 5101 Wisconsin Avenue NW, Suite 305, Washington, DC 20016, and Gary M. Klinger of Mason Lietz & Klinger LLP, 227 W. Monroe Street, Suite 2100, Chicago, Illinois 60606, to represent you and other Settlement Class Members. These lawyers 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.

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

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award combined attorneys' fees and costs in the amount of \$150,000. Class Counsel will also request approval of an incentive award of \$1,000 for each Class Representative. If approved, these amounts, as well as the costs of notice and settlement administration, will be paid separately by IvyRehab and will not reduce the amount of total payments available to Settlement Class Members.

## 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?**

If you are a Settlement Class member, you can object to the Settlement if you do not like it or a portion of it. 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 file with the Court and mail copies to Class Counsel and IvyRehab's Counsel a written notice stating that you object to the Settlement in *Baksh et al. v. IvyRehab Network, Inc.*, Case No. 7:20-cv-0184.

Your objection must include:

- 1) the title of the case;
- 2) your name, address, and telephone number;
- 3) the approximate date when you were a patient at an IvyRehab facility;
- 4) all legal and factual bases for any objection; and
- 5) copies of any documents that the you want the Court to consider.

Should you wish to appear at the Final Approval Hearing, you must so state, and must identify any documents or witnesses you intend to call on your behalf.

Your objection must be filed with the Clerk of District Court for the Southern District of New York, White Plains Division, 300 Quarropas Street, White Plains, New York 10601-4150, no later than **[DATE]**. You must also mail copies of your objection to Class Counsel and Ivy Rehab's Counsel postmarked no later than **[DATE]**, at all of the addresses below.

<b>CLASS COUNSEL</b>		<b>IVYREHAB'S COUNSEL</b>
Gary Mason David K. Lietz <b>MASON LIETZ &amp; KLINGER LLP</b> 5101 Wisconsin Avenue NW, Suite 305 Washington, DC 20016	Gary M. Klinger <b>MASON LIETZ &amp; KLINGER LLP</b> 227 W. Monroe Street, Suite 2100 Chicago, Illinois 60606	Anjali C. Das Jennifer S. Stegmaier <b>Wilson Elser Moskowitz Edelman and Dicker LLP</b> 55 West Monroe Street, Suite 3800 Chicago, IL 60603

### **20. 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.

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

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

The Court will hold a Final Fairness Hearing at [TIME AND DATE], in the District Court for the Southern District of New York, White Plains Division, 300 Quarropas Street, White Plains, New York 10601-4150. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 19). The Court will also decide whether to approve fees and costs to Class Counsel, and the service awards to the Class Representatives.

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.

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 19 above. You cannot speak at the

### **23. May I speak at the Final Fairness Hearing?**

hearing if you exclude yourself from the Settlement.

## **IF YOU DO NOTHING**

### **25. What happens if I do nothing?**

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

## **GETTING MORE INFORMATION**

### **26. Are more details about the Settlement available?**

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available [WEBSITE] or by writing to the IvyRehab Settlement Administrator, c/o [Settlement Administrator] [Settlement Administrator Address].

### **27. How do I get more information?**

Go to [WEBSITE] or call [TELEPHONE#] or write to the IvyRehab Settlement Administrator, c/o [Settlement Administrator] [Settlement Administrator Address].

*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.*

**If you utilized IvyRehab’s services and your private information was maintained on IvyRehab’s system, compromised in a cybersecurity incident announced on or about November 26, 2019, you may be eligible for benefits from a class action settlement.**

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web*

A settlement has been proposed in a class action lawsuit against IvyRehab Network, Inc., (“IvyRehab”) relating to a cybersecurity incident involving the IvyRehab’s system discovered on or about November 26, 2019 (the “Data Incident”). The computer system affected by the Data Incident potentially contained certain personal and protected health information (such as Social Security numbers, health insurance information, and other protected health information) relating to IvyRehab patients.

The lawsuit claims IvyRehab was responsible for the increased risk of identity theft stemming from the Data Incident and asserts claims such as: negligence; negligence per se; breach of express contract; breach of implied contract; breach of fiduciary duty; and violation of New York General Business Law Section 349. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Incident. IvyRehab denies any and all wrongdoing.

**Who is Included?** If you are an individual who utilized IvyRehab’s services and your private information was maintained on IvyRehab’s system, compromised in the Data Incident, you are a part of the class, and may be eligible for a payment.

**Settlement Benefits.** The Settlement provides for one year of credit monitoring for any Settlement Class Member who submits a valid claim. Additionally, the Settlement also provides for two types of payments to people who submit valid and approved claims: (1) reimbursement of expenses incurred as a result of the Data Incident and (2) a payment of \$20 for lost time where at least one full hour was spent exclusively dealing with the Data Incident. The total cash amount provided to individuals who submit valid and approved claims for expense and time reimbursement shall not exceed \$75 per person or \$150,000 in aggregate. In the event the total value of money claimed and approved for time and expense reimbursement exceeds \$150,000, each claim for reimbursement made and approved under the Settlement shall be reduced on a *pro rata* basis until the total is reduced to \$150,000. IvyRehab has and will also be taking steps to improve its data security in the future.

**The Only Way To Receive A Benefit Is To File A Claim.** To get a Claim Form, visit [WEBSITE] or [TELEPHONE#]. The claim deadline is [DATE].

**Other Options.** If you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue IvyRehab for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by [DATE]. If you stay in the Settlement, you may object to it by [DATE]. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website or call [TELEPHONE #] for a copy of the more detailed notice. On [DATE], the Court will hold a Fairness Hearing to determine whether to approve the Settlement, Class Counsel’s request for attorneys’ fees and costs of \$150,000, and an incentive award of \$1,000 for each Class Representative. The motion for attorneys’ fees and costs will be posted on the website after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

For more information about the Settlement, visit [WEBSITE] or call [TELEPHONE#]  
**All capitalized terms in this notice are defined in the Settlement Agreement**

To whom it may concern:

**If you utilized IvyRehab’s services and your private information was maintained on IvyRehab’s system, compromised in a cybersecurity incident announced on or about November 26, 2019, you may be eligible for benefits from a class action settlement.** *(Si desea recibir esta notificación en español, llámenos o visite nuestra página web)*

A settlement has been proposed in a class action lawsuit against IvyRehab Network, Inc., (“IvyRehab”) relating to a cybersecurity incident involving the IvyRehab’s systems discovered on or about November 26, 2019 (the “Data Incident”). The computer systems affected by the Data Incident potentially contained certain personal and protected health information (such as Social Security numbers, health insurance information, and other protected health information) relating to IvyRehab patients.

The lawsuit claims IvyRehab was responsible for the increased risk of identity theft stemming from the Data Incident and asserts claims such as: negligence; negligence per se; breach of express contract; breach of implied contract; breach of fiduciary duty; and violation of New York General Business Law Section 349. The lawsuit seeks, among other things, payment for persons who were injured by the Data Incident. IvyRehab denies any and all wrongdoing.

**Who is Included?** If you are an individual who utilized IvyRehab’s services and your private information was maintained on IvyRehab’s system, compromised in the Data Incident you are a part of the class, and may be eligible for a payment.

**Settlement Benefits.** The Settlement provides for one year of credit monitoring for any Settlement Class Member who submits a valid claim. Additionally, the Settlement also provides for two types of payments to people who submit valid and approved claims: (1) reimbursement of expenses incurred as a result of the Data Incident and (2) a payment of \$20 for lost time where at least one full hour was spent exclusively dealing with the Data Incident. The total cash amount provided to individuals who submit valid and approved claims for expense and time reimbursement shall not exceed \$75 per person or \$150,000 in aggregate. In the event the total value of money claimed and approved for time and expense reimbursement exceeds \$150,000, each claim for reimbursement made and approved under the Settlement shall be reduced on a *pro rata* basis until the total is reduced to \$150,000. IvyRehab has and will also be taking steps to improve its data security in the future.

**The Only Way To Receive A Benefit Is To File A Claim.** To get a Claim Form, visit [WEBSITE] or [TELEPHONE#]. The claim deadline is [DATE].

**Other Options.** If you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue IvyRehab for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by [DATE]. If you stay in the Settlement, you may object to it by [DATE]. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website or call [TELEPHONE #] for a copy of the more detailed notice. On [DATE], the Court will hold a Fairness Hearing to determine whether to approve the Settlement, Class Counsel’s request for attorneys’ fees and costs of \$150,000, and an incentive award of \$1,000 for each Class Representative. The motion for attorneys’ fees and costs will be posted on the website after it is filed. You or your own lawyer, if you

have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

For more information about the Settlement, visit [WEBSITE] or call [TELEPHONE#] **All capitalized terms in this notice are defined in the Settlement Agreement.**

# EXHIBIT C

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
WHITE PLAINS DIVISION**

BIBI BAKSH, and, )  
SHARON DUNN, as Parent, Guardian, )  
And Next Friend of her daughter, M.M., a )  
a minor, and ON BEHALF OF )  
THEMSELVES AND ALL OTHERS )  
SIMILARLY SITUATED, )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
IVYREHAB NETWORK, INC. )  
 )  
Defendant. )

Case No. 7:20-CV-01845

**[PROPOSED] ORDER AND JUDGMENT**

**GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs’ Unopposed Motion requesting that the Court enter an Order granting final approval of the class action Settlement involving Plaintiffs Bibi Baksh and Sharon Dunn (as guardian of minor M.M.) (“Plaintiffs” or “Settlement Class Representatives”) and Defendant IvyRehab Network, Inc. (“Defendant”) as fair, reasonable, and adequate.

Having reviewed and considered the Settlement Agreement and the motion for attorneys’ fees, costs, and service award and the motion for final approval of the settlement, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

**THE COURT** not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

**THE COURT** being required under Rule 23(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

**IT IS ON THIS** \_\_\_\_ **day of** \_\_\_\_\_, **2020,**

**ORDERED** that:

1. The Settlement involves allegations in Plaintiffs' Class Action Complaint that Defendant failed to safeguard and protect the personally identifiable information and/or protected health information of its patients and that this alleged failure caused injuries to Plaintiffs and the Class.

2. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

3. Unless otherwise noted, words spelled in this Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.

4. On \_\_\_\_\_ the Court entered an Order which, among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of notice under the Notice program set forth in the Settlement Agreement; (b) provisionally certified a class in this matter, including defining the class, appointed Plaintiffs as the Settlement Class Representatives, and appointed Settlement Class Counsel; (c) preliminarily approved the Settlement; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; (f) set the date for the Final Approval Hearing.

5. In the Order Granting Preliminary Approval of Class Action Settlement, pursuant to Rule 23(b)(3) and 23(e), the Court defined the Settlement Class for settlement purposes only. The Court defined the Settlement Class as follows:

All individuals who utilized IvyRehab's services whose private information was maintained on IvyRehab's system, which was compromised in a cybersecurity incident announced by IvyRehab on or about November 26, 2019 (the "Data Incident").

The Settlement Class specifically excludes: (i) Defendant's officers, directors, and employees; (ii) any entity in which Defendant has a controlling interest; (iii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant; and (iv) members of the judiciary to whom this case is assigned, their families and members of their staff.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and defines the Settlement Class as defined herein and in the Preliminary Approval Order, and finds that the settlement is fair, reasonable, and adequate and meets the requirements of Rule 23(e).

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. A process by which Settlement Class Members can submit claims for both credit monitoring services and compensation that will be evaluated by a Settlement Administrator mutually agreed upon by Settlement Class Counsel and Defendant.
- b. Defendant to pay all Notice and Administration Costs.
- c. Defendant to pay a Court-approved Incentive Award in the amount not to exceed \$1,000 to each Settlement Class Representative.
- d. Defendant to pay Court-approved attorneys' fees, costs, and expenses of Settlement Class Counsel in the amount of \$150,000.

8. The terms of the Settlement Agreement are fair, reasonable, and adequate, and are

hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

9. Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and the proposed Incentive Award have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice program has been filed with the Court.

10. The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).

11. As of the final date of the Opt-Out Period, \_\_\_\_\_ potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those persons are set forth in Exhibit A to this Order. Those persons are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

12. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

13. Pursuant to the Settlement Agreement, Defendant, and the Settlement Administrator shall implement the Settlement in the manner and time frame as set forth herein.

14. Pursuant to the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Defendant and all Released Parties, as defined in the Settlement

Agreement, as follows:

any and all claims or causes of action, whether known or unknown, that concern, refer or relate to (a) the cybersecurity incident announced by IvyRehab on or about November 26, 2019; (b) all other claims that were asserted, or that could have been asserted, in the Lawsuit.

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 Agreement and shall not include the claims of those persons identified in Exhibit A to this Order who have timely and validly requested exclusion from the Settlement Class.

15. On the Effective Date, (i) Plaintiffs, the Settlement Class Members, and each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them (collectively and individually, the “Releasers”), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Parties from the Released Claims.

16. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

17. In accordance with Rule 23, this Final Order and Judgment resolves all claims against all parties in this Action and is a final order. There is no just reason to delay entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2020.

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Presented by:

**MASON LIETZ & KLINGER, LLP**

/s/

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**WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP**

/s/

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# EXHIBIT D

IvyRehab Settlement Administrator  
c/o [Settlement Administrator]  
[Address Line 1]  
[Address Line 2]

**Your Claim Form Must Be Submitted  
On or Before [DATE]**

## ***Baksh et al. v. IvyRehab Network, Inc.***

United States District Court for the Southern District of New York, White Plains Division  
(Case No. 7:20-cv-01845)

### **Claim Form**

This claim form should be filled out online or submitted by mail if you are an individual who utilized IvyRehab’s services and your private information was maintained on IvyRehab’s system, compromised in a cybersecurity incident announced by IvyRehab on or about November 26, 2019 (the “Data Incident”), and you wish to sign up for credit monitoring services or had out-of-pocket expenses or lost time spent directly dealing with the Data Incident. You may get a check if you fill out this claim form, if the settlement is approved, and if you are found to be eligible for a payment.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, [\[WEBSITE\]](#), or call [\[TELEPHONE #\]](#) for more information.

If you wish to submit a claim for a settlement payment, you need to provide the information requested below. Please print clearly in blue or black ink. This claim form must be mailed and postmarked by [\[DATE\]](#).

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED (\*) INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT [\[WEBSITE\]](#).

### **1. CLASS MEMBER INFORMATION.**

<input type="text"/>															<input type="checkbox"/>									
First Name*															Middle Initial									
<input type="text"/>															<input type="text"/>									
Last Name*															Suffix									
<input type="text"/>																								
Primary Address*																								
<input type="text"/>																								
Apt/Floor/Suite																								
<input type="text"/>															<input type="text"/>		<input type="text"/>							
City*															State*		Zip Code*							
<input type="text"/>																								
Current Email Address*																								
<input type="text"/>				<input type="text"/>				<input type="text"/>						<input type="text"/>				<input type="text"/>						
Current Phone Number															Settlement Claim ID*									

If your current address is outside the United States, please complete this claim form online at [\[WEBSITE\]](#) and select the checkbox on the Class Member Information page that says "Please check if this is a non-U.S. address".

## 2. CREDIT MONITORING SERVICES

Please review the notice and paragraph 3 of the Settlement Agreement (available at [\[WEBSITE\]](#)) for more information on who is eligible for 12-months of credit monitoring services, issued through Equifax.

- Send me my activation code so I can enroll in credit monitoring services.
- 

## 3. PAYMENT ELIGIBILITY INFORMATION.

Please review the notice and paragraph 3 of the Settlement Agreement for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us determine if you are entitled to a settlement payment.

### PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Check the box for each category of expenses or lost time that you incurred as a result of the Data Incident. Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described in bold type (if you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish). Please note that recovery is limited to \$75 per person, and any claims made will be reduced *pro rata* if total aggregate claims of all class members exceed \$150,000.

**Out-of pocket expenses incurred as a result of the Data Incident.**

**Examples** - bank fees, long distance phone charges, cell phone charges (if charged by the minute), data charges (if charged based on the amount of data used), postage, or gasoline for travel.

Total amount for this category: \$     .

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*If you are seeking reimbursement for out-of-pocket expenses, please attach a copy of a statement or receipt from the company that charged you, showing the amount of charges incurred.*

You may mark out any transactions that are not relevant to your claim before sending in the documentation.

**Reimbursement of fees paid for services or products purchased as a result of the Data incident.**

**Examples** - fees for credit reports, credit monitoring, or other identity theft insurance products purchased between September 1, 2019 and [INSERT DATE OF COURT'S PRELIMINARY APPROVAL ORDER].

Total amount for this category: \$     .

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*If you are seeking reimbursement for out-of-pocket expenses, please attach a copy of a statement or receipt from the company that charged you, showing the amount of charges incurred.*

You may mark out any transactions that are not relevant to your claim before sending in the documentation.

**Time reimbursement for at least one full hour of time spent exclusively dealing with the Data Incident.**

**Examples** –You spent at least one full hour contacting your bank and/or implementing credit monitoring, and/or checking your statements as a result of the Data Incident. Recovery for this category is paid out at \$20.

Total number of hours claimed:

If the time was spent online or on the telephone, briefly describe what you did, or attach a copy of any letters or emails you wrote. If the time spent related to your medical records or treatment, briefly describe what you did.

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#### **4. SIGN AND DATE YOUR CLAIM FORM.**

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this claim form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below. I understand that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

#### **5. REMINDER CHECKLIST**

1. Keep copies of the completed Claim Form and documentation for your own records.
2. If your address changes or you need to make a correction to the address on this claim form, please visit the settlement administration website at [\[WEBSITE\]](#) and complete the Update Contact Information form or send written notification of your new address. Make sure to include your Settlement Claim ID and your phone number in case we need to contact you in order to complete your request.
3. If you need to supplement your claim submission with additional documentation, please visit the settlement administration website at [\[WEBSITE\]](#) and provide these documents by completing the Secure Contact Form.
4. For more information, please visit the settlement administration website at [\[WEBSITE\]](#) or call the Settlement Administrator at [\[TELEPHONE#\]](#). Please do not call the Court or the Clerk of the Court for additional information.