

COVINGTON V. GIFTED NURSES, LLC, NO. 1:22-CV-04000-VMC
UNITED STATE DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA

If you were sent a Notice of Data Breach by Gifted Nurses, LLC d/b/a Gifted Healthcare you could get benefits from a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

This is notice of a proposed class action settlement that provides benefits to settle claims relating to a Data Incident that occurred between approximately August 25, 2021, and December 10, 2021, in which Defendant's computer systems were infiltrated by unauthorized individuals and the personal health information and personally identifiable information of patients was potentially compromised.

- The settlement benefits include:
 - Defendant will provide the option to enroll in three years of 3-credit-bureau credit monitoring and Identity Theft Protection Services (including \$1,000,000 in identity theft insurance), at no cost to you.
 - Defendant will pay valid claims submitted for Ordinary Losses (up to \$400), Lost Time (at \$20/hour up to 4 hours), and Extraordinary Losses (up to \$4,000) you experienced related to the Data Incident.
 - Alternatively, you can elect not to receive any of the above benefits and to instead receive an alternative cash payment of \$50.
- You have the right to do nothing, submit a claim, object to the Settlement or any part of it, or opt out of the Settlement. If you do not opt out of the Settlement, and final approval is granted, you will release any claims you have relating to the Data Incident as set forth in the Settlement Agreement.

Your legal rights are affected, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM	To receive any of the cash benefits or the Identity Theft Protection Services available from the Settlement, you must submit a claim using the Claim Form, which may be obtained online at www.GiftedNursesDataBreachSettlement.com or by calling (833)425-4872 . If you submit a claim, you give up the right to bring a separate lawsuit about the same issues, but you are eligible to receive any of the Settlement benefits to which you have a valid claim.	September 16, 2024
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will get no benefits from the Settlement, but you will keep the right to bring a separate lawsuit about the same issues at your own expense, if you choose.	May 20, 2024
OBJECT	If you object to the Settlement or any part of it, you may write to the Court about your objection. If the Settlement is approved you will still give up the right to bring a separate lawsuit about the same issues, and you will need to submit a claim to receive any Settlement benefits.	May 20, 2024
DO NOTHING	If you do nothing you will give up the right to bring a separate lawsuit about the same issues, and you will not be eligible to receive any benefits of the Settlement.	

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- Please be patient while the Court decides whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....PAGE 4

- 1. Why did I get this notice?
- 2. What is the lawsuit about?
- 3. Why is this a class action?
- 4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT.....PAGE 5

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

THE SETTLEMENT BENEFITS—WHAT YOU GET.....PAGE 5

- 6. What does the Settlement provide?
- 7. When would I get my payment?
- 8. What am I giving up to get a payment?

EXCLUDING YOURSELF FROM THE SETTLEMENT.....PAGE 5-6

- 9. How do I get out of the Settlement?
- 10. If I don't exclude myself, can I sue later for the same thing?
- 11. If I exclude myself, can I get money from this Settlement?

THE LAWYERS REPRESENTING YOU.....PAGE 6

- 12. Do I have a lawyer in the case?
- 13. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT.....PAGE 6-7

- 14. How do I tell the Court that I don't like the Settlement?
- 15. What's the difference between objecting and excluding?

THE COURT'S FINAL APPROVAL HEARING.....PAGE 7

- 16. When and where will the Court decide whether to approve the Settlement?
- 17. Do I have to come to the hearing?
- 18. May I speak at the hearing?

IF YOU DO NOTHING.....PAGE 7

- 19. What happens if I do nothing at all?

GETTING MORE INFORMATION.....PAGE 7

- 20. Are there more details about the Settlement?

BASIC INFORMATION

1. Why did I get this notice?

This notice has been posted to the Settlement Website relating to a class action brought against Defendant relating to a Data Incident that occurred between approximately August 25, 2021, and December 10, 2021, in which Defendant's computer systems were infiltrated by unauthorized individuals and the personal health information and personally identifiable information of patients was potentially compromised.

The Court approved this notice because Class Members have a right to know about the proposed class action Settlement, and about their options, before the Court decides whether to approve the Settlement. This notice explains the lawsuit, the Settlement, Class Members' legal rights, what benefits are available, and how to claim those benefits.

The Court in charge of the case is the United States District Court for the Northern District of Georgia, and the case is known as Covington v. Gifted Nurses, LLC d/b/a Gifted Healthcare. The person who sued is called the Plaintiff, and the company she sued is called the Defendant.

2. What is the lawsuit about?

The lawsuit claims that the Defendant failed to properly safeguard the personally identifiable information that Plaintiff alleges was compromised in the Data Incident. Defendant contends that it acted in accordance with applicable law and that it has no liability or fault relating to the Data Incident.

3. Why is this a class action?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of themselves and other people who have similar claims. All of these people are called a Class or Class Members. This is a class action because the Court has preliminarily determined that the Settlement meets the legal requirements for resolution of a class action. Because the case is a class action, one court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. Instead, both sides agreed to a Settlement. The Plaintiff has the duty to act in the best interests of the class as a whole and, in this case, it is her belief, as well as Class Counsel's opinion, that this settlement is in the best interest of all Class Members for at least the following reasons:

There is legal uncertainty about whether a judge or a jury will find that Defendant is legally responsible, whether this case could proceed as a class action if litigated, whether Plaintiff would be able to prove causation and damages at trial, and whether any verdict would withstand appeal, which might result in Class Members receiving no recovery, or a substantially smaller recovery than that being offered here. Even if the Plaintiff were to win at trial, there is no assurance that the Class Members would be awarded more than the current Settlement provides, and it may take years of litigation before any payments would be made. By settling, the Class Members will avoid these and other risks and the delays associated with continued litigation in exchange for access to guaranteed benefits now.

While Defendant disputes Plaintiff's claims, it has agreed to settle the lawsuit to avoid the costs, distractions, and risks of litigation. Thus, even though Defendant denies that it did anything improper, it believes Settlement is in the best interests of all the Parties. The Court will evaluate the Settlement to determine whether it is fair, reasonable, and adequate before it approves the Settlement.

WHO IS IN THE SETTLEMENT

To see if you will get money or other benefits from this Settlement, you first have to decide if you are a Class Member.

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

If you received a notice addressed to you regarding the Data Incident, then you are a member of the Settlement Class, you will be a part of the Settlement unless you exclude yourself. If you are not sure whether you have been properly included, you can call the number at the bottom of this notice to check.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the Settlement provide and how can I claim benefits?

The Settlement provides for a number of benefits, and Class Members can claim as many of the benefits to which they are entitled.

First, Class Members may submit a claim to receive, at no cost, three years of 3-credit-bureau credit monitoring and Identity Theft Protection Services (including \$1,000,000 in identity theft insurance).

Second, Class Members who suffered an out-of-pocket loss or lost time related to the Data Incident may submit a claim for a cash reimbursement. Defendant will pay valid claims for Ordinary Losses (up to \$400), Lost Time (at \$20/hour up to 4 hours), and Extraordinary Losses (up to \$4,000) that a Class Member experienced fairly traceable to the Data Incident. These categories are explained in detail on the Claim Form.

In addition, you may elect to receive an Alternative Cash Payment of \$50 in lieu of the other benefits.

To receive any of the cash benefits or the Identity Theft Protection Services available from the Settlement, you must submit a claim using the Claim Form, which may be obtained online at www.GiftedNursesDataBreachSettlement.com or by calling (833)425-4872.

In addition to these benefits, Defendant has agreed to pay for the Costs of Notice and Administration, Attorneys' Fees Amount and expenses approved by the Court up to \$350,000, all in addition to the other benefits described above.

7. When would I get my benefits?

The Court will hold a hearing on **August 1, 2024**, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be a period when appeals can be filed. Once any appeals are resolved or if no appeals are filed, it will be possible to distribute the funds. This may take several months and perhaps more than a year.

8. What am I giving up to get a payment?

Unless you exclude yourself, you are staying in the Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant relating to the legal claims in *this* case. It also means that all of the Court's orders will apply to you. Once the Settlement is final, your claims relating to *this* case will be released.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement or the other benefits described here, but you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as “opting out” of the Settlement.

9. How do I get out of the Settlement?

To exclude yourself from this Settlement, you must send a letter by mail saying that you want to opt-out or be excluded from *Covington v. Gifted Nurses, LLC d/b/a Gifted Healthcare*. The letter must include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **May 20, 2024** to:

Covington v. Gifted Nurses Exclusions
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10105-5391

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any Settlement benefits, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

10. If I don't exclude myself, can I sue later for the same thing?

No. Unless you exclude yourself, you give up the right to sue the Defendant for the claims resolved by this Settlement. If the Settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Defendant about the issues in this lawsuit. Remember that the exclusion deadline is **May 20, 2024**.

11. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you are not eligible for any money or other benefits from this Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court appointed the law firms of Stranch, Jennings & Garvey, PLLC; Turke & Strauss, LLP; and Cohen & Malad, LLP to represent you and other Class Members. Together, the 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.

13. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of up to \$350,000, to be paid by the Defendant, subject to Court approval, separate from, and in addition to, the benefits offered to Class Members under the Settlement.

OBJECTING TO THE SETTLEMENT

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

14. How do I tell the Court that I don't like the Settlement?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. To object, you must send a letter to the Settlement Administrator saying that you object to the Settlement, or part of it, in *Covington v. Gifted Nurses, LLC d/b/a Gifted Healthcare*. To have your objection considered by the Court, you also must file your objection with the Clerk of the Court (identified below). You must state the reasons for your objection and include any evidence, briefs, motions or other materials you intend to offer in support of the objection. You must include your name, address, telephone number, your signature, and the reasons you object to the Settlement, along with any materials in support of your arguments. If you intend to appear at the final approval hearing either yourself or by a lawyer, you must also state your intention to appear.

You must mail the objection to the Settlement Administrator at the following address no later than **May 20, 2024**:

**Covington v. Gifted Nurses Objections
c/o Kroll Settlement Administration
PO BOX 225391
New York, NY 10105-5391**

**Clerk of the Court
2211 United States Courthouse
75 Ted Turner Drive, SW
Atlanta, GA 30303-3309**

15. What's the difference between objecting and excluding?

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

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You do not need to attend, but you are welcome to do so, if you choose.

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

The Court will hold a final approval hearing at **10:30 AM on August 1, 2024** in Courtroom 2105, United States Courthouse, 75 Turner Dr, SW Atlanta, GA 30303-3309 (or by telephonic or videoconference if necessary, please check the Settlement Website for updates on the hearing). At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing and complied with question 18 of this notice. The Court may also decide how much to pay Class Counsel and the Plaintiff. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

17. Do I have to come to the hearing?

No. You are welcome to come at your own expense if you wish, but Class Counsel will answer questions the Court may have. If you send an objection, you don't have to come to Court to talk about it, unless you want to. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary unless you want to.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the final approval hearing along with your objection as set forth in paragraph 14 above.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will be a part of this Settlement, but you must submit a claim to receive any benefits. You won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant relating to the claims brought in this case.

GETTING MORE INFORMATION

20. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement on file with the Court and available on the documents page of the Settlement Website at www.GiftedNursesDataBreachSettlement.com. You can also call toll free (833)425-4872.

Questions? Call (833)425-4872 or visit www.GiftedNursesDataBreachSettlement.com