

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**  
**NORTH CAROLINA STATE COURT, MECKLENBURG COUNTY SUPERIOR COURT**  
*Beverly Owens, et al. v. US Radiology Specialists, Inc., et al., Case No. 22 CVS 17797*  
**A Court has authorized this Notice. This is not a solicitation from a lawyer.**

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**If You Previously Received a Notice Stating You Were Impacted by the US Radiology Data Incident, You Are Eligible to Receive Payments from a Class Action Settlement.**

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- If you are receiving this Notice, you are eligible to receive a payment from a proposed \$5,050,000 non-reversionary class action settlement (the “Settlement Fund”). To be eligible to make a Claim, your information must have been impacted in the data security incident perpetrated on US Radiology Specialists, Inc. (“US Radiology”) as well as other Released Persons, discovered in December 2021 (the “Data Incident”).
- The class action lawsuit concerns the Data Incident in which it was determined that an unauthorized third party potentially gained access to certain files of US Radiology and other Released Persons containing Private Information of patients, employees, and third-parties in or about December 2021.
- Defendants deny any wrongdoing and deny that they have any liability but have agreed to settle the Litigation on a class-wide basis.
- Eligible claimants under the Settlement Agreement will be eligible to receive:
  - ❖ **A cash payment from the Settlement Fund of approximately \$50 that may be adjusted higher or lower depending on the amount remaining in the Settlement Fund after allocation of the Settlement Fund for reimbursement of documented out-of-pocket expenses, payments for lost time, payments for documented incidents of fraud, attorneys’ fees and expenses, Class Representative Service Awards, and Administration Fees;**
  - ❖ **Reimbursement for any net out-of-pocket expenses supported by documentation up to \$5,000;**
  - ❖ **Compensation of up to \$100 (4 hours at \$25 per hour) for time spent dealing with fraud, identity theft, or other alleged misuse of your personal information that is fairly traceable to the Data Incident; and**
  - ❖ **Compensation for incidents of verified fraud of up to \$5,000, with supporting documentation, including \$250 for each documented incident of identity fraud or fraudulent activity on an account.**
- To submit a Claim visit **[www.USRadSettlement.com](http://www.USRadSettlement.com)** or call (833) 462-3597 to request a Claim Form no later than **May 28, 2024**.
- For more information, visit **[www.USRadSettlement.com](http://www.USRadSettlement.com)**, email **[info@usradsettlement.com](mailto:info@usradsettlement.com)**, or call (833) 462-3597 Monday through Friday, between 8:00 a.m. and 8:00 p.m. E.T.
- **Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	<b>Summary of Legal Rights</b>	<b>Deadline(s)</b>
<b>Submit a Claim Form</b>	The only way to receive a payment from the settlement.	Submitted or postmarked on or before <b>May 28, 2024</b>
<b>Exclude Yourself by Opting Out of the Class</b>	Receive no payment. This is the only option that allows you to keep your right to bring any other lawsuit against the Released Persons for the same claims.	Mailed and postmarked on or before <b>April 26, 2024</b>
<b>Object to the Settlement and/or Attend the Final Approval Hearing</b>	You can write the Court about why you agree or disagree with the settlement. The Court cannot order a different settlement. You can also ask to speak to the Court at the Final Approval Hearing on <b>May 10, 2024</b> , about the fairness of the settlement, with or without your own attorney.	Mailed and postmarked on or before <b>April 26, 2024</b>
<b>Do Nothing</b>	Receive no payment from the settlement. Give up any right to bring any other lawsuit against the Released Persons for the same claims.	N/A

- Your rights and options as a Class Member – and the deadlines to exercise your rights – are explained in this Notice.
- The Court still will have to decide whether to approve the settlement. Payments to Class Members will be made only if the Court approves the settlement and after any possible appeals are resolved.

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## BASIC INFORMATION

### 1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the settlement, and all of your options, before the Court decides whether to give “final approval” to the settlement. This Notice explains the nature of the Litigation that is the subject of the settlement, the general terms of the settlement, and your legal rights and options.

Judge Osman of the Mecklenburg County Superior Court is overseeing this case, captioned as *Beverly Owens, et al. v. US Radiology Specialists, Inc., et al.*, Case No. 22 CVS 17797 (N.C. Super. Ct., Mecklenburg Cty.). The people who brought the Litigation are called the Plaintiffs or Class Representatives. The companies being sued, US Radiology, as well as Gateway Diagnostic Imaging, LLC (“Gateway”), Charlotte Radiology, P.A. A/K/A Charlotte Radiology (“Charlotte Radiology”), and American Health Imaging, Inc. (“AHI”), are called the Defendants. Defendants and their Related Entities (defined below) are also Released Persons under the Settlement Agreement.

### 2. What is the Litigation about?

Plaintiffs claim that Defendants were responsible for the Data Incident and assert claims such as: (i) negligence; (ii) negligence *per se*; (iii) negligent misrepresentation; (iv) breach of implied contract; (v) breach of confidence; (vi) unjust enrichment; (vii) breach of contract-third party beneficiary; (viii) intrusion upon seclusion; (ix) breach of fiduciary duty; (x) violations of the Texas Medical Practice Act, Tex. Occ. Code § 159.001 *et seq.*; (xi) violations of the Georgia Data Breach Statute, Ga. Code § 10-1-912(a) *et seq.*; (xii) violations of the Georgia Uniform Deceptive Trade Practices Act, Ga. Code § 10-1-370 *et seq.*; (xiii) violations of the Texas Deceptive Trade Practices-Consumer Protection Act, Texas Bus. & Com. Code § 17.41 *et seq.*; (xiv) injunctive relief; and (xv) declaratory relief.

Defendants deny these claims and say they did nothing wrong. No court or other judicial entity has made any judgment or other determination that Defendants have done anything wrong.

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

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

### 4. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides agreed to the settlement. The settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Class (“Class Members”). The Class Representatives appointed to represent the Settlement Class, and the attorneys for the Class (“Class Counsel,” see Question 18) think the settlement is best for all Class Members.

## WHO IS IN THE SETTLEMENT?

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

You are affected by the settlement and are potentially a member of the Class if you reside in the United States and your Private Information was potentially compromised in connection with the Data Incident, including if you were mailed a notification by or on behalf of any of the Defendants or any of their Related Entities, including, but not limited to, Diversified Radiology of Colorado, Inc., Radiology Ltd., LLC, Touchstone Medical Imaging, LLC, Upstate Carolina Radiology, P.A., Windsong Radiology Group, P.C., Buffalo MRI by Windsong Radiology, Windsong Health Medical Alliance, PLLC, Carolinas Imaging Services, LLC, Union Medical Services, LLC, RLC, LLC d/b/a Radiology Ltd. Carondelet, Tucson Imaging Associates, L.L.C., Tucson Medical Imaging Partners, LLC d/b/a Radiology Ltd. Rincon, Gateway Diagnostic JV, LLC, BTDI JV, LLP, SCLTDI JV, LLC, Blue Stone JV, LLP, and Blue Stone Frisco JV, LLP, regarding the Data Incident.

Only Class Members are eligible to receive benefits under the settlement. Specifically excluded from the Class are all Persons who timely and validly request exclusion from the Class, the Judge assigned to evaluate the fairness of this settlement, and any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

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

If you are not sure whether you are included in the settlement, you may call (833) 462-3597 with questions. You may also write with questions to:

Owens, et al. v. US Radiology Specialists, Inc., et al.  
c/o Kroll Settlement Administration  
P.O. Box 225391  
New York, NY 10150-5391  
info@USRadSettlement.com

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

### 7. What does the settlement provide?

The settlement provides that US Radiology will fund the following payments up to a total of \$5,050,000 (less Administration Fees, Class Counsel's attorneys' fees and expenses, and Service Awards): (a) \$25 per hour, up to a total of \$100, for Class Members who attest that they spent time responding to the Data Incident (*e.g.*, dealing with ramifications of identity theft); (b) up to \$5,000 for reimbursement of Class Members' documented out-of-pocket expenses reasonably traceable to the Data Incident; and (c) \$250 for each verified and documented incident of fraud (included in the cap

of \$5,000 for unreimbursed expenses) that you incurred. Note that in the event that the total Claims exceed the \$5,050,000 cap on payments to be made by US Radiology, these benefits may be reduced *pro rata*.

After the distribution of attorneys' fees, Class Counsel's litigation expenses, Administration Fees, Service Awards to the Class Representatives, and settlement benefits to claimants, the Settlement Administrator will make a *Pro Rata* Cash Payment of approximately \$50, subject to adjustment, out of any remaining funds to each Class Member who submits a Claim for this additional cash payment (*i.e.*, the Settlement Administrator will divide the remaining funds equally between the Class Members who submit Claims). No documentation or attestation is required to be eligible for this *Pro Rata* Cash Payment.

Payment of attorneys' fees, costs and expenses (see Question 19) and the costs of notifying the Class and administering the settlement will also be paid out of the settlement.

Also, as part of the settlement, US Radiology either has undertaken or will undertake certain reasonable steps to further secure its systems and environments.

## 8. What payments are available for reimbursement under the settlement?

Class Members who submit a Valid Claim are eligible to receive:

- a) Reimbursement of actual, documented, unreimbursed out-of-pocket expenses resulting from the Data Incident (up to \$5,000 in total), such as:
  - Unreimbursed losses relating to fraud or identity theft;
  - Professional fees, including attorneys' fees, accountants' fees, and fees for credit repair services;
  - Costs associated with freezing or unfreezing credit with any credit reporting agency;
  - Credit monitoring costs that were incurred on or after December 17, 2021 that they attest under penalty of perjury were caused by or otherwise incurred as a result of the Data Incident, through the date of Claim submission; and
  - Miscellaneous expenses such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges.
- b) Compensation for time spent remedying issues related to the Data Incident, at \$25/hour for up to \$100.
- c) Compensation for verified and documented instances of fraud at \$250 per occurrence, up to a maximum amount of \$5,000.
- d) A residual cash payment of the remainder of funds, estimated to be \$50 but may be adjusted upward or downward based on the total number of Claims that are made and other factors identified in question 7.

## HOW DO YOU SUBMIT A CLAIM?

## 9. How do I get a benefit?

To receive a benefit under the settlement, you must complete and submit a Claim for that benefit. Every Claim must be made on a form (“Claim Form”) available at [www.USRadSettlement.com](http://www.USRadSettlement.com), by emailing [info@usradsettlement.com](mailto:info@usradsettlement.com), or by calling (833) 462-3597. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

## 10. How will Claims be decided?

The Settlement Administrator will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement Administrator may require additional information from you. If you do not provide the additional information in a timely manner, the Claim will be considered invalid and will not be paid.

## 11. When will I get my payment?

The Court will hold a hearing on **May 10, 2024, at 9:30 a.m. ET** to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals from that decision and resolving them can take time, perhaps more than a year. It also takes time for all of the Claim Forms to be processed. Please be patient.

### **WHAT DO RELEASED PERSONS GET?**

## 12. What am I giving up as part of the settlement?

The Released Persons get a release from all Released Claims covered by this settlement. Thus, if the settlement becomes Final and you do not exclude yourself from the settlement, you will be a Class Member and you will give up your right to sue Defendants and other Persons, including the Related Entities (“Released Persons”) as to all claims (“Released Claims”) arising out of or relating to the Data Incident. This release is described in the Settlement Agreement, which is available at [www.USRadSettlement.com](http://www.USRadSettlement.com). If you have any questions, you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

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

If you do not want to be part of the settlement, then you must take steps to exclude yourself from the Class. This is sometimes referred to as “opting out” of the Class.

## 13. If I exclude myself, can I get a payment from this settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the settlement and you will not be bound by any Judgment.

## 14. If I do not exclude myself, can I sue Released Persons for the same thing later?

No. Unless you exclude yourself, you give up any right to sue any Released Person for the claims that this settlement resolves. You must exclude yourself from the 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 any benefit under the settlement.

## 15. How do I exclude myself from the settlement?

To exclude yourself, send a letter that says you want to be excluded from the settlement in *Beverly Owens, et al. v. US Radiology Specialists, Inc., et al.*, Case No. 22 CVS 17797 (N.C. Super. Ct., Mecklenburg Cty.). The letter must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (c) state unequivocally your intent to be excluded from the settlement. You must mail your exclusion request postmarked by the Opt-Out Date, **April 26, 2024**, to:

Owens, et al. v. US Radiology Specialists, Inc., et al.  
 c/o Kroll Settlement Administration  
 Attn: Exclusion Request  
 P.O. Box 225391  
 New York, NY 10150-5391

**OBJECTING TO THE SETTLEMENT**

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

You can tell the Court that you do not agree with the settlement or some part of it by objecting to the settlement. To object, you must mail your objection to the Clerk of the Court, Class Counsel and Defendants’ Counsel, at the mailing addresses listed below, postmarked by **no later** than the Objection Date, **April 26, 2024**:

Court	Defendants’ Counsel
Mecklenburg County Superior Court. 832 E. 4th St. #2132 Charlotte, NC 28202 704-686-0400	Casie D. Collignon Sarah A. Ballard Baker & Hostetler LLP 1801 California Street, Suite 4400 Denver, CO 80202
Settlement Class Counsel	
Terence R. Coates Markovits, Stock & DeMarco, LLC 119 E. Court St., Suite 530 Cincinnati, OH 45202	

Your objection must be written and must include all of the following: (i) your full name and address; (ii) the case name and docket number, *Beverly Owens, et al. v. US Radiology Specialists, Inc., et al.*, Case No. 22 CVS 17797 (N.C. Super. Ct., Mecklenburg Cty.); (iii) information identifying you as a Class Member, including proof that you are a Class Member; (iv) a statement as to whether the objection applies only to you, to a specific subset of the Class, or to the entire Class; (v) a clear and detailed written statement of the specific legal and factual basis for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (vi) the identity of any counsel representing you in connection with the objection; (vii) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel; (viii) a list of all Persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (ix) your signature or the signature of the your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

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

Objecting is telling the Court that you do not like the settlement and why you do not think it should be approved. You can object only if you are a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to receive any payment from the settlement. If you exclude yourself, you have no basis to object because you are no longer a member of the Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

## THE LAWYERS REPRESENTING YOU

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

Yes. The Court appointed Jean S. Martin of Morgan & Morgan; Terence R. Coates of Markovits, Stock & DeMarco, LLC; Joseph M. Lyon of The Lyon Firm; Gerard Stranch of Stranch, Jennings, & Garvey, PLLC; Brian C. Gudmundson of Zimmerman Reed; Mason A. Barney of Siri & Glimstad; and Jason Rathod of Migliaccio & Rathod LLP as Class Counsel to represent the Class in settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 19. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys' fees up to \$1,683,333.33, plus litigation expenses not to exceed \$30,000. US Radiology has agreed to pay any award of attorneys' fees, costs and expenses up to those amounts, to the extent approved by the Court. This payment for attorneys' fees will be made out of the Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement, and will be the only payment to them for their efforts in achieving this settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will also ask the Court for a Service Award up to \$3,000 for each of the Class Representatives.

Any award for attorneys' fees, costs and expenses for Class Counsel, and for Service Awards to the Class Representatives must be approved by the Court. The Court may award less than the amounts requested. Class Counsel's papers in support of final approval of the settlement will be filed no later than **April 26, 2024** and their application for attorneys' fees, costs and expenses, and Service Awards will be filed no later than **March 27, 2024** and will be posted on the Settlement Website.

## THE COURT'S FINAL APPROVAL HEARING

### 20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at **9:30 a.m. ET on May 10, 2024**, by WebEx, at <https://nccourts.webex.com/meet/meckcr6310.sh>. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of



attorneys' fees and reasonable costs and expenses, as well as the request for Service Awards for the Class Representatives. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking the Settlement Website, [www.USRadSettlement.com](http://www.USRadSettlement.com), or calling (833) 462-3597.

#### 21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

#### 22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection must be **mailed** to the Clerk of the Court, Class Counsel and Defendants' Counsel, postmarked no later than **April 26, 2024**.

### IF YOU DO NOTHING

#### 23. What happens if I do nothing?

If you do nothing, you will not get any money from this settlement. If the settlement is granted final approval and the Judgment becomes Final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the other Released Persons based on any of the Released Claims.

### GETTING MORE INFORMATION

#### 24. How do I get more information?

This Notice summarizes the settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at [www.USRadSettlement.com](http://www.USRadSettlement.com). You may also call or email the Settlement Administrator with questions or to receive a Claim Form at (833) 462-3597 or at [info@usradsettlement.com](mailto:info@usradsettlement.com).