

NOTICE OF CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF VIRGINIA  
*Russell Domitrovich and Thomas Gussie v. M.C. Dean, Inc.*, Case No. 1:23-cv-00210

**To: All individuals identified by M.C. Dean, Inc. (“M.C. Dean”) and to whom M.C. Dean sent notice on or about September 14, 2022, that their information may have been impacted in the Incident, defined below.**

A proposed settlement has been reached in a class action lawsuit titled *Russell Domitrovich and Thomas Gussie v. M.C. Dean, Inc.* Case No. 1:23-cv-00210 (E.D. Va.) (the “Lawsuit”). The lawsuit asserts claims against Defendant M.C. Dean (“Defendant”) related to a security incident about which Defendant notified potentially impacted individuals in September 2022 (the “Incident”). Defendant denies all the claims and denies that it did anything wrong.

The Settlement offers payments to all individuals in the United States whose personal identifying information was stored, possessed, or controlled by M.C. Dean; and who were affected by the M.C. Dean data security incident that Defendant sent notification of in September 2022 (“Settlement Class Members”). Certain of the amounts paid will depend upon how many people submit valid claims but initially are set at the following amounts:

- (1) an Alternative Cash Payment of **\$225**;
- (2) an award of up to **\$500** for any Ordinary Out-of-Pocket Losses, including Attested Time spent remediating issues related to the Incident at a rate of \$35 per hour, for up to three hours; and/or
- (3) if you experienced unreimbursed unauthorized or fraudulent charges or out-of-pocket expenses which you believe in good faith were fairly traceable to the Incident, you may **also** file a claim for Extraordinary Out-of-Pocket Losses up to **\$8,000**, as explained below.

If you are a Settlement Class Member, your options are:

<b>SUBMIT A CLAIM FORM BY MAY 31, 2024</b>	You must submit a valid Claim Form to receive a payment from this Settlement.
<b>DO NOTHING</b>	You will receive no payment and will no longer be able to sue Defendant over the claims resolved in the Settlement.
<b>EXCLUDE YOURSELF BY MAY 31, 2024</b>	You may exclude yourself from this Settlement and keep your right to sue separately. If you exclude yourself, you receive no payment. Exclusion instructions are in this Notice.
<b>OBJECT BY MAY 31, 2024</b>	If you do not exclude yourself, you may write to the Court to comment on or detail why you do not like the Settlement by following the instructions in this Notice. The Court may reject your objection. You must still file a claim if you desire any monetary relief under the Settlement.

The Court must give final approval to the Settlement before it takes effect but has not yet done so. No payments will be made until after the Court gives final approval and any appeals are resolved.

**Please review this Notice carefully.** You can learn more about the Settlement by visiting [www.mcdeansettlement.com](http://www.mcdeansettlement.com) or by calling 888-890-2748.

## **Further Information about this Notice and the Lawsuits**

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

Settlement Class Members are eligible to receive payment from a proposed settlement of the Lawsuit. The Court overseeing the Lawsuit authorized this Notice to advise Settlement Class Members about the proposed settlement that will affect their legal rights. This Notice explains certain legal rights and options Settlement Class Members have in connection with the Settlement.

### **2. What is the Lawsuit about?**

The Lawsuit is a proposed class action lawsuit brought on behalf of certain individuals whose information may have been accessed and exfiltrated by unauthorized individuals as part of the Incident. The affected information may include names, dates of birth, driver's license numbers, and Social Security numbers.

The Lawsuit claims Defendant is legally responsible for the Incident and asserts various legal claims, including negligence, breach of implied contract, and a declaratory judgment claim. Defendant denies these claims and denies it did anything wrong.

### **3. Why is the Lawsuit a class action?**

In a class action, one or more representative plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all these people are the "class" and each individually is a "class member." There are two Representative Plaintiffs in this case: Russell Domitrovich and Thomas Gussie. The class in this case is referred to in this Notice as the "Settlement Class."

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

The Representative Plaintiffs in the Lawsuit, through their attorneys, investigated the facts and law relating to the issues in the Lawsuit. The Representative Plaintiffs and Class Counsel believe the Settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Representative Plaintiffs' claims or Defendant's defenses have any merit, and it will not do so if the proposed settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive compensation. The Settlement does not mean Defendant did anything wrong, or that the Representative Plaintiffs and the Class would or would not win their case if it were to go to trial.

## **Terms of the Proposed Settlement**

### **5. Who is in the Settlement Class?**

The Court defines the Settlement Class as all individuals whose Personal Identifying Information ("PII") was impacted by the Incident that was discovered on June 2, 2022 (the "Incident"). Excluded from the Settlement Class are: (1) the Judge and Magistrate Judge presiding over the Lawsuits, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members and shareholders of Defendant; (3) persons who timely and validly request exclusion from and/or opt out of the Settlement Class; (4) the successors and assigns of any such excluded persons; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity or occurrence of the Incident or who pleads nolo contendere to any such charge.

## **6. What are the terms of the Settlement?**

The proposed settlement would create a Settlement Fund of \$750,000 that would be used to pay all costs of the Settlement, including: (i) payments to Settlement Class Members who submit valid claims; (ii) costs of administration and notice (approximately \$80,620); (iii) any attorneys' fees and costs awarded by the Court to Class Counsel (up to \$250,000 plus litigation costs and expenses of up to \$15,000); and (iv) any service awards to the Representative Plaintiffs awarded by the Court (up to \$10,000 total). The Settlement also releases all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Incident, as detailed in the Class Settlement Agreement and Release.

## **7. What claims are Settlement Class Members giving up under the Settlement?**

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Class Settlement Agreement and Release and any final judgment entered by the Court, and will give up their right to sue Defendants for the claims being resolved by the Settlement, including all claims or potential claims of Settlement Class Members against Defendants arising from or related to the Incident. The claims that Settlement Class Members are releasing are described in Sections II.X, II.GG and IX of the Class Action Settlement Agreement and Release and the persons and entities being released from those claims are described in Section II.Y of the Class Action Settlement Agreement and Release. Section IX of the Class Settlement Agreement and Release explains when such releases will occur.

### **Payments to Settlement Class Members**

## **8. What kind of payments can Settlement Class Members receive?**

Settlement Class Members who submit valid claims and any required documentation may receive one or more of the following, to be paid from the Settlement Fund: (1) an Alternative Cash Payment of approximately \$225, or (2) an out-of-pocket Reimbursement Award. Depending on how many valid claims are submitted, the amounts of the Alternative Cash Payment will be adjusted upward or downward proportionally among Settlement Class Members submitting valid claims for those awards, as explained further below in Question 11.

## **9. What is the Alternative Cash Payment?**

In the alternative to an out-of-pocket Reimbursement Award, every Settlement Class Member is eligible to receive a \$225 Alternative Cash Payment, regardless of whether he or she experienced any unauthorized charges or identifiable losses related to the Incident. Settlement Class Members seeking an Alternative Cash Payment must provide the information required on the Claim Form. The \$225 Alternative Cash Payment is subject to upward or downward adjustment as described below in Question 11.

Eligibility for any award, including the Alternative Cash Payment, is within the discretion of the Claims Administrator as outlined in Question 16.

## **10. What is a Reimbursement Award?**

Settlement Class Members who, at any time from September 14, 2022, to the Claims Deadline, suffered from verifiable financial losses that are reasonably traceable to the Incident or spent time remedying the issues related to the Incident, are eligible to receive an Ordinary Reimbursement Award of up to \$500 as reimbursement for those charges and expenses. The following types of out-of-pocket expenses may be claimed:

- actual, documented, and unreimbursed costs, expenses, or charges incurred addressing or remedying identity theft, fraud, or misuse of personal information and/or other issues reasonably traceable to the Incident. This can include Attested Time for up to 3 hours, at \$35 per hour, for time spent addressing or remedying issues related to the Incident, including time spent monitoring credit, resolving disputes for unauthorized transactions, freezing or unfreezing your credit, remedying a falsified tax return, etc.

Settlement Class Members who experienced unauthorized or fraudulent charges or extraordinary documented out-of-pocket losses that are fairly traceable to the Incident and are losses that are not already covered by one or more of the Ordinary Reimbursement categories are eligible to receive an Extraordinary Reimbursement Award of up to \$8,000 as reimbursement for those charges and expenses. The following types of out-of-pocket expenses may be claimed:

- actual, documented, and unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class Member's personal information. The loss must have occurred between September 14, 2022, and the Claims Deadline.

You cannot recover for emotional distress. Claimants must exhaust all available credit monitoring insurance and identity theft insurance before seeking a Reimbursement Award. Settlement Class Members seeking a Reimbursement Award must provide the information and documents required on the Claim Form.

### **11. When and how will the amount of Settlement payments be adjusted?**

The amounts paid for all Alternative Cash Payments will be adjusted upward or downward from the amounts listed in Question 9 depending on how many Settlement Class Members submit valid claims.

If the total dollar value of all valid claims is less than the amount of money available in the Settlement Fund for payment of those claims, the amounts for Alternative Cash Payments will be adjusted upward proportionally among all valid claims for those awards, until the amounts remaining in the Settlement Fund are exhausted (or as nearly as possible).

If the total dollar value of all valid claims is more than the amount of money available in the Settlement Fund for payment of those claims, the amount of the payments for Alternative Cash Payments will be adjusted downward proportionally among all Settlement Class Members who submitted valid claims for Alternative Cash Payments.

### **12. What happens after all claims are processed and there are funds remaining?**

If there are any funds remaining after all valid claims are processed and the time to cash any payment checks has passed, those funds shall be distributed as directed by the Court, including potential distribution to a charitable organization. No remaining funds will be returned to Defendants.

## Your Options as a Settlement Class Member

### **13. If I am a Settlement Class Member, what options do I have?**

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. **However, if you wish to seek an award under the Settlement, you must complete and submit a Claim Form postmarked or submitted online at [www.mcdeansettlement.com](http://www.mcdeansettlement.com) by May 31, 2024.**

If you do not want to give up your right to sue Defendant about the Incident or the issues raised in this case, you must exclude yourself (or "opt out") from the Settlement Class. See Question 17 below for instructions on how to exclude yourself.

If you wish to object to the Settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and submit a written objection. See Question 20 below for instructions on how to submit an objection.

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

If you do nothing, you will get no award from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment, and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants related to the claims released by the Settlement.

**15. How do I submit a claim?**

You may complete the Claim Form online at [www.mcdeansettlement.com](http://www.mcdeansettlement.com). You may also obtain a paper Claim Form by downloading it at [www.mcdeansettlement.com](http://www.mcdeansettlement.com) or by calling the Claims Administrator at **888-890-2748**. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials via email to [info@mcdeansettlement.com](mailto:info@mcdeansettlement.com) or mail them to:

**M.C. Dean, Inc. Claims Administrator  
P.O. Box 2498  
Portland, OR 97208-2498**

**16. Who decides my Settlement claim, and how do they do it?**

The Claims Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

**17. How do I exclude myself from the Settlement?**

To opt out of the Settlement you must make a signed, written request that (i) says you wish to exclude yourself from the Settlement Class in these Lawsuits, and (ii) includes your full name, current address, and your signature. You must mail your request to this address:

**M.C. Dean, Inc. Claims Administrator  
P.O. Box 2498  
Portland, OR 97208-2498**

Your request must be postmarked by **May 31, 2024**.

**18. If I exclude myself, can I receive any payment from this Settlement?**

No. If you exclude yourself, you will not be entitled to any award. However, you will also not be bound by any judgment in this Lawsuit.

**19. If I do not exclude myself, can I sue Defendant for the Incident later?**

No. Unless you exclude yourself, you give up any right to sue Defendant 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 requesting a payment.

**20. How do I object to the Settlement?**

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be mailed to the Claims Administrator at the mailing address listed below. Your objection must be filed or postmarked no later than the objection deadline, **May 31, 2024**:

**M.C. Dean, Inc. Claims Administrator  
P.O. Box 2498  
Portland, OR 97208-2498**

To be considered by the Court, your objection must list the name of the Lawsuit pending in the Eastern District of Virginia: *Russell Domitrovich and Thomas Gussie v. M.C. Dean, Inc.*, Case No. 1:23-cv-00210 (E.D. Vir.), and include all of the following information: (i) your full name, address, telephone number, and your signature; (ii) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (such as the notice you received from M.C. Dean or the notice of this Settlement); (iii) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection you believe is applicable; (iv) copies of any other documents you wish to submit in support of your position; (v) the identity of any counsel representing you, (vi) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel.

If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

### **Court Approval of the Settlement**

#### **21. How, when, and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for August 23, 2024, at 10:00 a.m. at the Albert V. Bryan United States Courthouse, 401 Courthouse Square, Alexandria, VA 22314. Please visit the Court's website at <https://www.vaed.uscourts.gov/> for current information regarding courthouse access and court hearings. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Settlement Class Counsel's request for attorneys' fees and costs, and the request for service awards for the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check <https://www.vaed.uscourts.gov/> or access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.vaed.uscourts.gov/cgi-bin/ShowIndex.pl> to confirm the schedule if you wish to attend.

#### **22. Do I have to attend the hearing?**

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person in order to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 20. You or your own lawyer are welcome to attend the hearing at your expense but are not required to do so.

#### **23. What happens if the Court approves the Settlement?**

If the Court approves the Settlement and no appeal is taken, the Settlement Fund will be fully funded. The Claims Administrator will pay any attorneys' fees and costs award and any Representative Plaintiffs' service awards from the Settlement Fund. Then, within 60 days after the Effective Date, the Claims Administrator will send Settlement payments to Settlement Class Members who submitted timely and valid Settlement Claims.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal.

#### **24. What happens if the Court does not approve the Settlement?**

If the Court does not approve the Settlement, no Settlement Fund will be created, there will be no Settlement payments to Settlement Class Members, Settlement Class Counsel or the Representative Plaintiffs, and the case will proceed as if no Settlement had been attempted.

## Lawyers for the Settlement Class and Defendants

### **25. Who represents the Settlement Class?**

The Court has appointed the following Class Counsel to represent the Settlement Class in this Lawsuit:

Patrick Barthle MORGAN & MORGAN 201 N. Franklin Street, 7 <sup>th</sup> Floor Tampa, Florida 33602 (813) 559-4908	Laura Van Note COLE & VAN NOTE 555 12 <sup>th</sup> Street, Suite 2100 Oakland, California 94607 (510) 891-9800
Ryan D. Maxey MAXEY LAW FIRM, P.A. ryan@maxeyfirm.com 107 N. 11 <sup>th</sup> St. #402 Tampa, Florida 33602 (813) 448-1125	

Settlement Class Members will not be charged for the services of Settlement Class Counsel; Settlement Class Counsel will be paid out of the Settlement Fund, subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

### **26. How will the lawyers for the Settlement Class be paid?**

Settlement Class Counsel will request the Court's approval of an award for attorneys' fees up to one-third (33.3%) of the Settlement Fund (or up to \$250,000), plus reasonable costs and expenses (up to \$15,000), which shall be paid from the Settlement Fund. Settlement Class Counsel will also request approval of service awards of \$5,000 to each of the Representative Plaintiffs (a total of \$10,000), which shall also be paid from the Settlement Fund.

### **27. Who represents Defendant in the Lawsuit?**

Defendant is represented by the following lawyers:

Edward J. McAndrew BAKER & HOSTETLER LLP 1735 Market Street, Suite 3300 Philadelphia, PA 19103-7501 emcandrew@bakerlaw.com Telephone: (215) 568-3100
---

#### For Further Information

### **28. What if I want further information or have questions?**

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Class Action Settlement Agreement and Release available at [www.mcdeansettlement.com](http://www.mcdeansettlement.com), by contacting Settlement Class Counsel at the phone numbers provided in response to Question 25 above, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.vaed.uscourts.gov/cgi-bin/ShowIndex.pl>; or by visiting the Office of the Clerk, U.S. District Court for the Eastern District of Virginia, Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, Virginia 22314 between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays.

Epiq will act as the Claims Administrator for the Settlement. You can contact the Claims Administrator at:

**M.C. Dean, Inc. Claims Administrator**  
**P.O. Box 2498**  
**Portland, OR 97208-2498**

**Please do not contact the Court.**