

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF GEORGIA**

*Tracy v. Elekta, Inc., Case No. 1:21-cv-02851*

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

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**If You Previously Were Sent a Notice Letter Notifying You of a Data Security Incident  
Impacting Elekta, Inc. and its customers, including Northwestern Memorial Healthcare, You  
Could be Eligible for a Payment from a Class Action Settlement**

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- You may be eligible to receive a payment from a proposed \$8,900,000 non-reversionary class action settlement (the “Qualified Settlement Fund”).
- The class action lawsuit concerns a data security incident that occurred in April 2021 (the “Data Security Incident”) involving Elekta, Inc. (“Elekta”) in which an unauthorized third party may have gained access to certain files containing sensitive personal information concerning patients of Elekta’s customers (“Elekta’s Customers”), including Defendant Northwestern Memorial Healthcare (“NMH”) stored on Elekta’s networks, including names, Social Security numbers, dates of births, addresses, clinical information related to treatments, medical record numbers, medical histories, dates of service, treatment plans, physician names, diagnosis, prescription information, health insurance information, and genetic information (“Sensitive Information”). Elekta and NMH (collectively, “Defendants”) deny any wrongdoing and deny they have any liability but have agreed to settle the lawsuit on a classwide basis.
- To be eligible to make a claim, you must have received a letter about the data security incident that occurred in April 2021.
- Eligible claimants under the Settlement Agreement will be eligible to receive one and/or two of the following Settlement benefits:

❖ **Out-of-Pocket Loses: Reimbursement for the actual amount of unreimbursed out-of-pocket losses or expenses up to \$5,000, with supporting documentation of the monetary losses or expenses;**

**AND/OR**

❖ **Cash Payment: A claimant can select one of the following cash payments, based upon eligibility:**

- **Illinois Genetic Information Privacy Act (“GIPA”) Cash Compensation (GIPA Cash Payment):** After the distribution of attorneys’ fees, Class Counsel’s Litigation Expenses, Administrative Fees, and Compensation for Out-of-Pocket Expenses, the Settlement Administrator will make pro rata settlement payments of 1/2 (50%) of any remaining funds to each Illinois GIPA Subclass Member who submits a claim for a GIPA Cash Payment. Any pro rata payment amount for the GIPA Cash Payment will be capped at \$1,000.00. **You must be an Illinois resident to select this option and must attest that you shared your genetic information with NMH or one of Elekta’s customers located in Illinois.**

**OR**

➤ Cash Compensation (Pro Rata Cash Payment): After the distribution of attorneys’ fees, Class Counsel’s Litigation Expenses, Administrative Fees, Compensation for Out-of-Pocket Expenses, the Settlement Administrator will make pro rata settlement payments of 1/2 (50%) of any remaining funds to each Class Member who submits a claim.

- For more information or to submit a claim visit [www.elektadatasettlement.com](http://www.elektadatasettlement.com) or call 1-844-377-6369.
- **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 payment.	Submitted or Postmarked on or Before <b>December 26, 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 Defendants for the same claims if you are a Settlement Class Member.	Submitted or Postmarked on or Before <b>November 26, 2024</b>
<b>Object to the Settlement and/or Attend the Final Approval Hearing</b>	You can write to 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>January 6, 2025</b> , about the fairness of the Settlement, with or without your own attorney.	Received on or Before <b>November 26, 2024</b>
<b>Do Nothing</b>	Receive no payment. Give up rights if you are a Settlement Class Member.	No Deadline.

- Your rights and options as a Settlement Class Member – and the deadlines to exercise your rights – are explained in this notice.
- The Court will then 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.

**What This Notice Contains**

**Basic Information** ..... 3

**Who is in the Settlement** ..... 3

**The Settlement Benefits—What You Get if You Qualify** ..... 4

**How do You Submit a Claim**..... 5

**What Do Defendants Get**..... 5

**Excluding Yourself from the Settlement**..... 5,6

**Objecting to the Settlement** ..... 6

**The Lawyers Representing You**..... 7

**The Court’s Final Approval Hearing** ..... 8  
**If You Do Nothing** ..... 8  
**Getting More Information** ..... 8,9

**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 legal options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

United States District Court Judge Steven D. Grimberg of the Northern District of Georgia is overseeing this case captioned as *Tracy v. Elekta, Inc.*, Case No. 1:21-CV-02851. The people who brought the lawsuit are called the Plaintiffs. The Plaintiffs and Proposed Class Representatives are Carla Tracy, Darryl Bowsky, and Deborah Harrington. The entities being sued, Elekta, Inc. and Northwestern Memorial Healthcare, are called the Defendants.

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

The lawsuit claims that Defendants were legally responsible for the Data Security Incident and asserts claims such as negligence, negligence per se, breach of implied contract, and violations of the Illinois Genetic Information Privacy Act.

Defendants deny these claims and maintain that they did not do anything wrong. No court or other judicial entity has made any judgment or other determination that Defendants have any liability for these claims or did anything wrong.

**3. Why is this lawsuit 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 litigation, a trial, and related appeals, while providing benefits to members of the Settlement Class (“Settlement Class Members”). The Class Representatives appointed to represent the Settlement Class and the attorneys for the Settlement Class (“Class Counsel,” see Question 18) think the Settlement is best for all Settlement Class Members.

**WHO IS INCLUDED IN THE SETTLEMENT?**

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

You are affected by the Settlement and potentially a member of the Settlement Class if you reside in

the United States and your Sensitive Information was accessed or potentially accessed in connection with the Data Incident, including if you were mailed a notification letter regarding the Data Incident.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are (1) the judge presiding over the class action lawsuit and the judge's direct family members; (2) the Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest, and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid request to be excluded from the Settlement.

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

If you are not sure whether you are included in the Settlement, you may call 1-844-377-6369 with questions. You may also write with questions to:

Elekta Data Settlement Administrator  
P.O. Box 1429  
Baton Rouge, LA 70821  
[www.elektadatasettlement.com](http://www.elektadatasettlement.com)

### THE SETTLEMENT BENEFITS – WHAT YOU MAY RECEIVE IF YOU QUALIFY

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

The Settlement provides that Defendants will fund the following payments up to a total of \$8,900,000: (a) up to \$5,000 for reimbursement of your documented Out-of-Pocket Losses reasonably traceable to the Data Incident; (b) an estimated GIPA cash payment, subject to an adjustment, and/or (c) an estimated pro rata payment, subject to adjustment as set forth below.

Claimants must choose which cash payment they are eligible to receive:

**(a) GIPA Cash Compensation (GIPA Cash Payment):** After the distribution of attorneys' fees, Class Counsel's Litigation Expenses, Administrative Fees, and Compensation for Out-of-Pocket Expenses, the Settlement Administrator will make *pro rata* settlement payments of 1/2 (50%) of any remaining funds to each Illinois GIPA Subclass Member who submits a claim for GIPA cash compensation. Any pro rata payment amount for the GIPA Cash Payment will be capped at \$1,000.00. **You must be an Illinois resident to select this option and must attest that you shared your genetic information with either Defendant.**

**OR**

**(b) Cash Compensation (Pro Rata Cash Payment):** After the distribution of attorneys' fees, Class Counsel's Litigation Expenses, Administrative Fees, and Compensation for Out-of-Pocket Expenses, the Settlement Administrator will make *pro rata* settlement payments of 1/2 (50%) of any remaining funds to each Class Member who submits a Pro Rata Cash Payment claim plus any amount remaining under section (a) to the extent that the GIPA Cash Payments reach the \$1,000 cap.

Also, as part of the Settlement, Defendants either have undertaken or will undertake certain reasonable steps to further secure their systems and environments.

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

Settlement Class Members who submit a claim are eligible to receive one or both of the following:

- a) Reimbursement of actual, documented, unreimbursed Out-of-Pocket Losses resulting from the Data Security Incident (up to \$5,000 in total), such as the following incurred on or after April 1, 2021:
  - Unreimbursed payment card fees or unreimbursed bank fees, including unreimbursed card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees and unreimbursed fees relating to an account being frozen or otherwise unavailable due to the Data Security Incident;
  - Cell, internet or text charges;
  - Unreimbursed costs or charges for obtaining credit reports or credit freezes incurred on or after May 2021 through the date of the Settlement Class Member's claim submission before the Claims Deadline;
  - Other unreimbursed costs associated with fraud and/or identity theft, including attorneys' fees and accountant fees; and,
  - Postage costs.
  
- b) A cash payment of one of the following types:
  - **Cash Compensation (GIPA Cash Payment):** After the distribution of attorneys' fees, Class Counsel's Litigation Expenses, Administrative Fees, and Compensation for Out-of-Pocket Expenses, the Settlement Administrator will make pro rata settlement payments of 1/2 (50%) of any remaining funds to each Illinois GIPA Subclass Member who submits a claim for GIPA cash compensation. Any pro rata payment amount for the GIPA Cash Payment will be capped at \$1,000.00. **You must be an Illinois resident to select this option and must attest that you shared your genetic information with Defendant NMH or any Elekta Customer located in Illinois.**

OR

- **Cash Compensation (Pro Rata Cash Payment):** After the distribution of attorneys' fees, Class Counsel's Litigation Expenses, Administrative Fees, and Compensation for Out-of-Pocket Expenses, the Settlement Administrator will make pro rata settlement payments of 1/2 (50%) of any remaining funds to each Class Member who submits a claim plus any amount remaining under section (a) to the extent that the GIPA Cash Payments reach the \$1,000.00 cap.

## 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 (a "Claim"). Every Claim must be made on a form ("Claim Form") available at [www.elektadatasettlement.com](http://www.elektadatasettlement.com) or by calling 1-844-377-6369. Claim Forms will also be sent to Settlement Class Members as part of the postcard notice and tear-off claim form that will be mailed

to Settlement Class Members. 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. If you do not provide the additional information in a timely manner then the Claim will be considered invalid and will not be paid.

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

The Court will hold a Final Approval Hearing on **January 6, 2025, at 2:00 p.m. ET** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

### WHAT DO THE DEFENDANTS RECEIVE?

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

The Defendants get a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendants and other persons (“Released Parties”) 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.elektadatasettlement.com](http://www.elektadatasettlement.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 this Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement 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, but you will not be bound by any judgment in this case.

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

No. Unless you exclude yourself, you give up any right to sue Defendants (and any other Released Parties) 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 want to 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 or opt-out from the Settlement

in *Tracy v. Elekta, Inc.* Case No. 1:21- CV-02851 (N.D. GA). 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 **November 26, 2024**, to:

Elekta Data Settlement Administrator  
Attn: Exclusion Request  
P.O. Box 1429  
Baton Rouge, LA 70821

## **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. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, timely written notice of an objection in the appropriate form must be filed with or submitted to the Clerk of the Court on or before the Objection Deadline: **November 26, 2024**. The address for the Clerk of Court is U.S. District Court Clerk's Office, Richard B. Russell Federal Building & United States Courthouse, 2211 United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303-3309.

Your objection must be written and must include all of the following: (i) the objector's full name, address, telephone number, and email address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice or copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector; (v) the identity of all counsel representing the objector who will appear at the Final Approval Hearing; (vi) a list of all Persons who will be called to testify at the Final Approval Hearing in support of the objection; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation.

### **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 Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment or benefit from the Settlement. If you exclude yourself, then you have no basis to object because you are no longer a member of the Settlement 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 Bryan L. Bleichner of Chestnut Cambronne PA, and Terence R. Coates of

Markovits, Stock & DeMarco, LLC. Mr. Bleichner may be contacted at 100 Washington Avenue South, Suite 1700, Minneapolis, MN 55401; Email: [BBleichner@chestnutcambronne.com](mailto:BBleichner@chestnutcambronne.com). Mr. Coates may be contacted at 119 E. Court Street Suite 530, Cincinnati, OH 45202; Email: [msd@msdlegal.com](mailto:msd@msdlegal.com).

If you want to be represented by your own lawyer, then 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 one-third of the Qualified Settlement Fund (\$2,966,666.66), plus reimbursement of reasonable litigation expenses. Defendants have not agreed to the amount of any award of attorneys' fees, costs, and expenses. Any payment for attorneys' fees, costs, and expenses to Class Counsel will be made out of the Qualified 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 attorneys for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Any award for attorneys' fees, costs, and expenses for Class Counsel must be approved by the Court. The Court may award less than the amount requested. Class Counsel's papers in support of final approval of the Settlement will be filed no later than December 6, 2024 and their application for attorneys' fees, costs, and expenses will be filed no later than November 12, 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 2:00 p.m. EST on January 6, 2025, at the U.S. District Court Clerk's Office, Richard B. Russell Federal Building & United States Courthouse, 2211 United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303, or by remote or virtual means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider the arguments 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. 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 [www.elektadatasettlement.com](http://www.elektadatasettlement.com) or calling 1-844-377-6369.

#### **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 the objection.

#### **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 **filed with and/or submitted to** the Clerk of the Court no later than **November 26, 2024**. See No. 16 for further details on the requirements for submitting an objection to the Settlement.

## IF YOU DO NOTHING

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

If you do nothing you will not receive any money from this Settlement. If the Settlement is granted final approval and the judgment becomes final, then you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and the other Released Parties based on any of the Released Claims related to the Data Incident, ever again.

## GETTING MORE INFORMATION

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

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at **[www.elektadatasettlement.com](http://www.elektadatasettlement.com)**. You may also call the Settlement Administrator with questions or to receive a Claim Form at 1-844-377-6369.

This Notice is approved by the United States District Court for the Northern District of Georgia. **DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT.** Please contact the Settlement Administrator or Class Counsel if you have any questions about the Settlement.