

In the United States District Court for the Southern District of Ohio
Keith Raymond, et al., v. Avectus Healthcare Solutions, LLC d/b/a MedPay Assurance LLC and Mercy Health
Case No. 1:15-cv-00559-MRB

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

***A FEDERAL COURT ORDERED THIS IMPORTANT NOTICE. YOU ARE NOT BEING SUED.
THIS IS NOT A SOLICITATION FROM A LAWYER.***

If you received treatment at a Mercy Health facility in Ohio between August 27, 2009, and August 31, 2023; presented evidence of health insurance to Mercy Health through a plan accepted by Mercy Health; and thereafter paid, or were requested to pay, any amount of money for the treatment received from Mercy Health, other than for a copay or deductible, you are a part of a class-action settlement.

- A Settlement has been reached in a class action lawsuit against Avectus Healthcare Solutions, LLC d/b/a MedPay Assurance LLC (“Avectus”) and Mercy Health. The class action lawsuit involves whether or not certain communications by Mercy Health and its vendors, including Avectus, complied with Ohio law.
- You are included in the Settlement if you (a) received treatment at a Mercy Health facility in Ohio between August 27, 2009, and August 31, 2023; (b) in conjunction with that treatment, presented evidence to Mercy Health of health insurance through a plan accepted by Mercy Health; and (c) thereafter paid, or were requested to pay, to Mercy Health any amount of money for the treatment received, other than for copays and deductibles, if any.
- Only patients who presented evidence of insurance to Mercy Health through a plan accepted by Mercy Health and then paid, or were requested to pay, money to Mercy Health, other than for copays and deductibles, are eligible to receive payment, and only one claim may be submitted per individual.
- If you are included in the Settlement, you are eligible to receive a cash payment of up to \$25.00, regardless of whether you made a payment to Mercy Health. If you or your attorney made a payment to Mercy Health, you may be eligible to receive a cash payment of up to 50% of the payment to Mercy Health. The exact amount depends on whether you actually made payment for covered services, the actual amount of any payment you made, and the number and value of valid claims submitted.
- Please read this Notice carefully. Your legal rights are affected whether or not you act.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM BY JANUARY 22, 2024	You must submit a Claim Form within 45 days of the Claim Notice if you want to receive a payment from this Settlement. Claim Forms must be submitted online or postmarked by January 22, 2024.
EXCLUDE YOURSELF FROM (OR “OPT OUT OF”) THE SETTLEMENT BY JANUARY 22, 2024	You can remove yourself entirely from participation in this class action Settlement. If you do this, you will not receive any benefits from this Settlement, but you will retain any right you would otherwise have to file a separate lawsuit against Mercy Health and/or Avectus about the allegations in this case. Your request to exclude yourself from the Settlement must be RECEIVED or POSTMARKED within 45 days of the Claim Notice, that is by January 22, 2024. You cannot both exclude yourself and also object.
OBJECT BY JANUARY 22, 2024	You can remain a Settlement Class Member and are bound by the Settlement, but you may write to the Court and explain why you do not like any aspect of the Settlement. Objections must be RECEIVED or POSTMARKED within 45 days of the Claim Notice, that is by January 22, 2024. You may still submit a Claim Form even if you object. You cannot both exclude yourself and also object.
DO NOTHING	If you do nothing, you will remain a Settlement Class Member—be bound by the Settlement, including the release of claims described below—but you will not receive any payment from the Settlement.

BASIC INFORMATION

A. Why should I read this Notice?

A court authorized this Notice to inform you about a proposed class action settlement of a lawsuit pending in the United States District Court for the Southern District of Ohio called *Raymond, et al., v. Avectus Healthcare Solutions, LLC, et al.*, S.D. Ohio No. 1:15-cv-00559-MRB, brought on behalf of the Settlement Class. This Notice describes the Settlement. Please read this Notice carefully to determine whether you wish to participate in the Settlement. This Notice explains your rights and options and the deadlines to exercise them. ***The Settlement affects your legal rights whether or not you act.***

B. What is this lawsuit about?

The lawsuit claims that certain communications made to Mercy Health patients, including communications made by Avectus to Mercy Health patients, violated Ohio law regarding seeking payments from patients who have health insurance. A more complete description of Plaintiffs’ allegations is available in the Class Action Complaint, which is available on the Settlement Website at www.MedicalBillPaymentSettlement.com.

Avectus and Mercy Health maintain that they have complied with all applicable Ohio laws, deny that they have done anything wrong, and deny that anyone has been harmed in any way. Plaintiffs, Mercy Health, and Avectus decided to settle the lawsuit, on the terms of this Settlement, solely for the purpose of avoiding the burden, expense, risk, and uncertainty that are inherent in litigation.

C. What is a class action and who is involved?

In a class action lawsuit, someone called a “Class Representative” (in this case Plaintiffs Keith Raymond and Timothy Strunk) sues on behalf of other people who have allegedly similar claims. If the Court approves, the group of similar people is referred to as a “Class” or the “Class Members.” In 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.

After the parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and conditionally recognized it as a case that should be treated as a class action for settlement purposes. Among other things, this preliminary approval permits Settlement Class Members to exclude themselves from the Settlement Class or to voice their support of or opposition to the Settlement before the Court makes a final determination as to certification of the Settlement Class and approval of the Settlement.

D. Why is there a Settlement?

The Court has not decided in favor of any party to the litigation. Instead, the Parties (meaning Plaintiffs, Avectus and Mercy Health) have agreed to settle the claims against Avectus and Mercy Health by entering into a written Settlement Agreement.

Avectus and Mercy Health maintain that their conduct was lawful, and they deny all allegations of wrongdoing or liability.

The Class Representatives and their attorneys think the Settlement is best for everyone because it provides benefits to the Class Members now while avoiding the risk, expense, uncertainty, and delay of pursuing the case through trial and appeals. Avectus and Mercy Health are settling solely for the purpose of avoiding the risk, burden, expense, and uncertainty that are inherent in litigation.

WHO IS AFFECTED BY THE SETTLEMENT?

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

The Settlement Class includes the following persons: All health insured persons, with a health insurance plan accepted by Mercy Health: (1) who were patients at any Mercy Health facility in the State of Ohio between August 27, 2009, and August 31, 2023; (2) who presented evidence of health insurance to Mercy Health; and (3) who thereafter paid, or were requested to pay, any amount of money for the treatment received at any Mercy Health operated facility, other than for co-pays and deductibles.

There is also a Settlement Subclass, the “Mercy Only Settlement Class,” that includes all health insured persons, with a health insurance plan accepted by Mercy Health: (1) who were patients at any Mercy Health facility in the State of Ohio between August 27, 2009, and August 31, 2023; (2) who presented evidence of health insurance to Mercy Health; (3) who thereafter paid, or were requested to pay, any amount of money for the treatment received at any Mercy Health operated facility, other than for co-pays and deductibles; and (4) who were *not* contacted by Avectus on Mercy Health’s behalf.

Only patients who presented evidence of insurance to Mercy Health through a plan accepted by Mercy Health and then paid, or were requested to pay, money to Mercy Health, other than for copays and deductibles, are eligible to receive payment.

Excluded from the Settlement Class are: (a) all persons who would otherwise qualify for membership in the Settlement Class but for the fact that such person previously has released all claims as to Avectus and Mercy Health; (b) Avectus’s and Mercy Health’s respective officers, directors, and employees; (c) Avectus’s and Mercy Health’s attorneys; (d) Plaintiffs’ attorneys; and (e) any judge who has presided over the disposition of this case and the members of his or her immediate family.

If you fall within the foregoing Settlement Class definition, you are a Settlement Class Member and will be bound by the Settlement, unless you opt out or exclude yourself. (See Question “M. How do I exclude myself from the Settlement?”) for how to opt out or exclude yourself.

WHAT BENEFITS ARE PROVIDED?

F. What does the Settlement provide?

Avectus and Mercy Health have agreed to make available \$3.5 million (the “Fund”), which will be used to pay Settlement Class Members, pay Class Counsel’s attorneys’ fees and costs, pay a service award to the Class Representatives, and pay the costs and expenses of settlement administration.

Subject to the terms and conditions of the Settlement Agreement, Avectus and Mercy Health shall pay \$25.00 (a “Base Settlement Payment”) to each Approved Claimant who was requested to pay money to Mercy Health, other than for copays

or deductibles, regardless of whether the Approved Claimant submitted a payment to Mercy Health. Each Approved Claimant shall be entitled to only one Base Settlement Payment. If the total of the Base Settlement Payments to all Approved Claimants would exceed \$500,000, the amount of each Base Settlement Payment shall be reduced pro rata so that the total Base Settlement Payments do not exceed \$500,000.

Subject to the terms and conditions of the Settlement Agreement, Avectus and Mercy Health shall pay each Approved Claimant who was requested to pay money to Mercy Health and who himself, herself, or through an attorney actually paid money to Mercy Health for covered services, other than for copays and deductibles, (a “Medical Bill Payment”) a cash payment equal to 50% of the Medical Bill Payment. A Medical Bill Payment does not include any payment made by any insurance company, tortfeasor (e.g., the driver at fault in an auto accident), or other third party.

In addition, Avectus and Mercy Health have agreed to pay, from the Fund, Settlement Class Counsel’s attorneys’ fees and costs and service awards to the named Plaintiffs, in an amount to be determined by the Court, along with the cost and expenses for the administration of the Settlement.

There is a cap of \$3.5 million for the total Settlement Fund—including attorneys’ fees and costs, service awards, and the cost and expenses of Settlement Administration. If the combined sum of the payments to the Class Members, the attorneys’ fees and costs and service awards approved by the Court, and the cost and expenses would exceed \$3.5 million, then all Settlement Payments shall be reduced on a pro rata basis so that the total amount paid by Avectus and Mercy Health does not exceed \$3.5 million.

If you are a member of the Settlement Class (see Question “E. How do I know if I am part of the Settlement Class?”), and you choose to stay in the Settlement Class, you can submit a Claim Form to receive a check containing your cash payment (See Question “G. How can I get a cash payment?”). The Settlement Agreement provides more details about the Settlement. You can access a copy of the Settlement Agreement at the Settlement Website: www.MedicalBillPaymentSettlement.com.

HOW YOU GET SETTLEMENT BENEFITS

G. How can I get a cash payment?

To claim a cash payment as part of the Settlement, you must complete and submit the attached Claim Form, online or by U.S. Mail, within 45 days of the Claim Notice, that is by **January 22, 2024**. You cannot submit your Claim Form by any other method. You can submit an electronic Claim Form online at www.MedicalBillPaymentSettlement.com before 11:59 p.m. ET on **January 22, 2024**. If you choose to submit your Claim Form by U.S. Mail, it must be postmarked by **January 22, 2024** and must be received by the Settlement Administrator by February 5, 2024 to be eligible for payment. Claim Forms sent by U.S. Mail should be addressed to *Raymond v. Avectus Healthcare Solutions, LLC*, c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164.

Please read the instructions on the Claim Form carefully. To be eligible, you must affirm on the Claim Form, under penalty of perjury: 1) that you were a patient at a Mercy Health facility in the State of Ohio between August 27, 2009, and August 31, 2023; (2) that you had health insurance through a plan accepted by Mercy Health and that you presented evidence of health insurance to Mercy Health in conjunction with your treatment; and (3) if true, that you thereafter paid, or were requested to pay, any amount of money for the treatment for covered services received at any Mercy Health operated facility, other than for co-pays and deductibles. The Claim Form you received as an attachment to this Notice pertains to your category of claim, specifically, the Claim Form may provide for an award on account of being contacted by Mercy or Avectus but not responding thereto with a payment. Or the Claim Form attached may provide for an Award for those qualifying Class Members identified through Mercy records as potentially having submitted a payment to Mercy. If you are in receipt of the latter Claim Form, you are required to affirm whether you or your attorney on your behalf made a payment to Mercy Health in conjunction with that treatment—other than a copay or deductible. Amounts paid by an insurance company, tortfeasor (e.g., the driver at fault in an auto accident), or other third party do not qualify.

H. When would I get my Settlement Payment?

If you timely submit a valid Claim Form, you should receive a check from the Settlement Administrator by 90 days after the Settlement has received final approval and/or after any appeals have been resolved in favor of the Settlement. The Court will hold a hearing on February 8, 2024, at 11:00 a.m., to decide whether to approve the Settlement. If the Court

approves the Settlement, there may then be appeals. It is always uncertain how these appeals will be resolved, and resolving them can take time, perhaps more than a year after Court approval.

All checks will expire 90 days after they are issued.

THE LAWYERS REPRESENTING YOU

I. Who represents the Settlement Class?

The Court has appointed the following attorneys as Settlement Class Counsel to represent you and the rest of the Settlement Class Members in this case for purposes of the Settlement: Gary F. Franke and Michael D. O'Neill of Gary F. Franke Co., L.P.A. and C. David Ewing of Ewing & Willis, PLLC.

You will not be charged directly for these attorneys, but they will be compensated out of the Settlement Fund (see Question "F. What does the Settlement provide?"). If you want to be represented by your own lawyer, you may hire an attorney at your own cost.

In addition, the Court appointed Keith Raymond and Timothy Strunk to serve as the Class Representatives. They are also Settlement Class Members.

J. How will the lawyers be paid?

Settlement Class Counsel will ask the Court for an award of attorneys' fees, which will be paid out of the Settlement Fund (see Question "F. What does the Settlement provide?"). From the beginning of this case in August 2015, Settlement Class Counsel has not received any payment for the time they have spent litigating this case or obtaining the Settlement.

They will ask the Court to approve payment of attorneys' fees and expenses in an amount the Court determines to be fair and reasonable but no greater than the amount remaining in the Settlement Fund after the payment of all claims to Settlement Class Members and all fees, costs, taxes, and other expenses related to the Settlement (including the costs of settlement administration) and in no event greater than \$3.5 million. Settlement Class Counsel will submit their fee request 14 days prior to the Fairness Hearing that is by **January 25, 2024**. Settlement Class Counsel's fee request will be posted on the Settlement Website at www.MedicalBillPaymentSettlement.com. Avectus and Mercy Health will not object to Class Counsel's fee request so long as the fee award is determined by the Court. You may also comment on the amount Settlement Class Counsel requests (see Question "P. How do I provide the Court my comments on the Settlement?").

Settlement Class Counsel will also request service awards of \$25,000 to each of the two Class Representatives as compensation for their time and effort.

The Court will ultimately decide the amount to award. These payments, along with the costs of administering the Settlement, will be paid out of the Settlement Fund.

YOUR RIGHTS AND OPTIONS

K. What am I giving up to get a cash payment or stay in the Settlement Class?

If the Court grants final approval to the Settlement, the Court will enter a final order and judgment and dismiss the case against Avectus and Mercy Health with prejudice. Claim Forms and payments under the Settlement will then be processed, and Settlement Payments will be distributed. The release by the Settlement Class Members will also take effect.

Under the release, unless you exclude yourself from the Settlement Class, you cannot separately sue Mercy Health or Avectus or any of the Released Parties for the claims and issues in this case or any of the Released Claims. The Settlement Agreement contains the following release:

In exchange for the consideration and relief described in this Settlement Agreement, the Plaintiffs, Settlement Class Members, and/or his or her respective spouse, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors and assigns and all those acting or purporting to act on their behalf agree to release, acquit, and forever discharge the Released Parties from all duties, obligations, demands, allegations, claims, actions, causes of action, suits, damages, rights or

liabilities of any nature and description whatsoever, whether arising under local, state or federal law, whether by Constitution, statute (including, but not limited to, the FDCPA¹, the OCSA², the Healthcare Billing Statutes³, and any assertions of liability, debts, covenants, guarantees, projections, losses, endorsements, controversies, suits, actions, rights, legal duties, warranties, torts, unfair or deceptive practices, statutory violations, contracts, agreements, obligations, promises, promissory estoppel, detrimental reliance, or unjust enrichment), tort, contract, common law or equity or otherwise, whether known or unknown, concealed or hidden, suspected or unsuspected, anticipated or unanticipated, asserted or unasserted, foreseen or unforeseen, actual, fixed, contingent, or vested, liquidated or unliquidated, direct or indirect, matured or unmatured, individually or on behalf of or as part of any putative, proposed, or certified class or other aggregate proceeding, related to, arising out of, concerning or in connection with in any way, any and all alleged direct or indirect acts, omissions, representations, conducts, legal duties, unjust enrichment, trade practices, or obligations that arise out of, or are related or connected in any way with pricing, billing and payment practices of Mercy Health and/or Avectus and/or the Litigation. This release includes, but is not limited to, all claimed or unclaimed compensatory damages, actual damages, damages stemming from any allegations of willfulness or recklessness, damages for emotional distress, statutory damages, consequential damages, incidental damages, nominal damages, treble damages, punitive and exemplary damages, injunction, rescission, reformation, restitution, disgorgement, constructive trust, as well as all claims for equitable, declaratory or injunctive relief under any federal or state statute or common law or other theory that was alleged or could have been alleged in the Litigation, including but not limited to, any and all claims under deceptive or unfair practices statutes, or any other statute, regulation or judicial interpretation. This release also includes interest, costs, and fees arising out of any of the claims described above. Nothing in this Settlement Agreement shall be deemed a release of the Parties' respective rights and obligations under this Settlement Agreement. In addition, nothing in this Settlement Agreement shall be deemed a release of any medical malpractice or similar claim that any Settlement Class Member may have against Mercy Health.

(See Section 11.2 of the Settlement Agreement.)

As you can see, by staying in the Settlement Class, you are releasing—or giving up—any unknown claims. That means you are giving up claims against Avectus and Mercy Health which you might have but do not know you have. Section 11.3 of the Settlement Agreement provides more detail on what this means.

The full Settlement Agreement is available at www.MedicalBillPaymentSettlement.com.

Unless you exclude yourself from the Settlement Class, you will be bound by the Settlement Agreement and any decisions by the Court relating to the Settlement. If you do not wish to be a Settlement Class Member, you must exclude yourself from the Settlement Class.

If the Court does not approve the Settlement, the case will proceed as though no settlement had been attempted. If the Settlement is not approved, there is no assurance that a class would receive a greater recovery than provided for in the Settlement (if anything).

L. What if I do nothing?

If you do nothing, you will not receive a payment under the Settlement, and you will release all claims you may have against Mercy Health, Avectus, and the Released Parties concerning the conduct alleged in this case. (See Question “N. If I do not exclude myself, can I sue Avectus and Mercy Health for the same thing later?”).

¹ Defined as the Fair Debt Collections Practices Act and related administrative regulations.

² Defined as the Ohio Consumer Sales Practices Act, Ohio R.C. 1345.01, et seq. and related administrative regulations.

³ Defined as Ohio Rev. Code 1751.60, et seq., and related administrative regulations and similar statutes and regulations under the laws of other States or the United States.

M. How do I exclude myself from the Settlement?

If you do not want to be part of the Settlement Class, you must take steps to exclude yourself from, or opt out of, the Settlement Class. (Excluding yourself or opting out of the Settlement Class are the same thing.) If you do this, you cannot submit a Claim Form and will not get a Settlement Payment, but you will also not release any claims you have. If you exclude yourself, you also will not be bound by any orders or judgments issued in this case, and if you choose to do so, you can pursue whatever legal rights you may have in a separate proceeding, but you will do so at your own expense.

To exclude yourself from the Settlement Class, you must send a written request to the Settlement Administrator with the notification: “Exclusion Requests—*Avectus and Mercy Health* Settlement Administrator.” The written request must also contain your name, your original signature, current postal address and telephone number, and a specific statement that you want to be excluded from the Settlement Class. It will be sufficient to state, along with the other required information, that “I wish to opt out of the settlement” or “I wish to be excluded from the settlement.” You must mail your exclusion Request so that it is postmarked no later than January 22, 2024, to:

Exclusion Requests – *Avectus and Mercy Health* Settlement Administrator
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

You cannot exclude yourself by phone or by e-mail. You also cannot exclude yourself by mailing a request to any other location or after the deadline. You cannot exclude others or be excluded as part of a group or class consisting of more than one patient.

REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE JANUARY 22, 2024 WILL BE INVALID AND WILL NOT BE HONORED.

N. If I don’t exclude myself, can I sue Avectus and Mercy Health for the same thing later?

No. If you do not exclude yourself, you give up or waive the right to sue Mercy Health, Avectus, and the Released Parties for the claims being resolved by this Settlement. (See Question “K. What am I giving up to get a benefit cash payment or stay in the Settlement Class?”).

O. If I exclude myself, can I participate in the Settlement?

No. If you exclude yourself from the Settlement Class, you cannot participate in the Settlement, you will not be eligible to receive a payment pursuant to the Settlement, and you will not be able to object to the Settlement.

P. How do I provide the Court my comments on the Settlement?

If you do not exclude yourself from the Settlement Class, you can provide the Court comments on the Settlement if you like or do not like any part of the Settlement. The Court and Settlement Class Counsel will consider your views carefully. To comment—which is entirely optional—you must file with the Court a notice of your intention to comment (which shall set forth each comment and the basis therefor). Any comments must be in writing and include: (1) the name of this lawsuit, *Raymond v. Avectus Healthcare Solutions, LLC*, Case No. 1:15-cv-00559; (2) whether you or any attorney acting on your behalf intend to appear at the Fairness Hearing; and (3) a signed verification of membership in the Settlement Class. These materials must be filed with Court and served upon Settlement Class Counsel and Defense Counsel by first class mail postage prepaid, CM/ECF Notification, or any other form of service upon counsel of record permitted by Rule 5(b)(2) of the Federal Rules of Civil Procedure. Comments on the Settlement must be filed and served no later than January 22, 2024. Comments on Settlement Class Counsel’s request for attorneys’ fees must be filed and served by February 1, 2024.

For your convenience, the following addresses may be used for filing and serving any comments:

<p><u>COURT</u> Clerk of the Court United States District Court Potter Stewart U.S. Courthouse, Room 103 100 East Fifth Street Cincinnati, OH 45202</p>	<p><u>CLASS COUNSEL</u> GARY F. FRANKE CO., LPA Gary F. Franke 201 East Fifth Street Suite 910 Cincinnati, OH 45202</p>
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<p><u>COUNSEL FOR MERCY HEALTH</u> ICE MILLER LLP Kris Dawley, Esq. Arena District 250 West Street Suite 700 Columbus, OH 43215</p>	<p><u>COUNSEL FOR AVECTUS</u> TAFT STETTINIUS & HOLLISTER LLP Ronald D. Holman, II 200 Public Square, Suite 3500 Cleveland, OH 44114</p>
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If you, or an attorney acting on your behalf, would like to appear and address the court on the subject of your comments, you must indicate in your written comments that you intend to appear at the Fairness Hearing. If an attorney will be appearing on your behalf, the attorney must file with the Clerk of the Court a written Notice of Appearance of Counsel by January 22, 2024 and include in the notice the full caption and case number of each previous class action in which that attorney has represented an objector. (See Questions “R. When and where will the Court decide whether to approve the Settlement?,” “S. Do I have to come to the Fairness Hearing?,” and “T. May I speak at the hearing?”) for more details.

Q. What’s the difference between commenting and excluding myself?

Commenting is telling the Court what your views are on all or part of the Settlement. The Court will consider your comments only if you remain in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to comment on this Settlement because the case no longer affects you and, if you submit a comment, the Court will not consider it.

THE COURT’S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on February 8, 2024, at 11:00 a.m., in Court 8, Room 109 of the United States District Court for the Southern District of Ohio, Potter Stewart U.S. Court House, 100 East Fifth Street, Cincinnati, Ohio 45202. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class Members. If there are objections, the Court will consider them. The Court will listen to people who have submitted timely requests to speak at the hearing. The Court may also decide the amount that Settlement Class Counsel and Class Representatives shall be paid. After the hearing, the Court will decide whether to finally approve the Settlement.

S. Do I have to come to the Fairness Hearing?

No. Settlement Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you do not have to come to Court to talk about it. (See Question “P. How do I provide the Court my comments on the Settlement?”) 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 is not necessary.

T. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file and serve a written comment by January 22, 2024, and include in your comment a statement that you intend to appear at the Fairness Hearing. (See Question “P. How do I provide the Court my comments on the Settlement?”) Any lawyer who intends to appear on your behalf at the Fairness Hearing must file a written Notice of Appearance of Counsel with the Clerk of the Court by January 22, 2024 and must include the full caption and case number of each previous class action case in which that counsel has represented an objector. You cannot speak at the hearing if you have excluded yourself.

INFORMATION ABOUT THE LAWSUIT AND SETTLEMENT

U. Where can I get more information?

You can visit the Settlement Website at www.MedicalBillPaymentSettlement.com. If you have questions about the case, you can call Settlement Class Counsel at (513) 564-9222, or write to the Settlement Class Counsel, Gary F. Franke, Esq., Gary F. Franke Co., L.P.A., 201 East Fifth Street, Suite 910, Cincinnati, OH 45202.

PLEASE DO NOT CALL THE COURT, THE CLERK, OR THE DEFENDANTS REGARDING THIS SETTLEMENT.