

Notice of Quest Diagnostics Inc. Data Breach Class Action Settlement

Morrow v. Quest Diagnostics Inc., Case No. 2:17-cv-00948-CCC-JBC (D.N.J.)

This is a Court approved Legal Notice. This is not an advertisement.

Important Information – Read Carefully.

A Class Action Settlement has been proposed in litigation against Quest Diagnostics Incorporated (“Quest”), relating to the data breach occurring on or about November 26, 2016 (the “Incident”) and announced by Quest on or about December 12, 2016. The Incident involved an unauthorized third party accessing Quest’s MyQuest by Care360® internet application, and obtaining the personal information of approximately 34,000 patients. If you are among the approximately 34,000 patients impacted, you are a “Settlement Class Member.”

Under the terms of the Settlement, Quest will pay for a Settlement Fund of \$195,000. The Settlement Fund will provide cash reimbursement of monetary losses as well as separate payments for those whose HIV test results were disclosed to class members who submit valid and timely Claims. The Settlement Fund will also pay court-approved Attorneys’ Fees, Costs, and Expenses; and a Service Award for the named Plaintiff. Quest will separately pay for the costs of sending notice to the class and administering the Settlement. In exchange, Settlement Class Members will release any and all claims they may have against Quest regarding the Incident.

Settlement Class Members May Act Now To Seek Reimbursement For Harm Resulting From The Data Breach

Settlement Class Members who submit documentary evidence establishing actual monetary loss resulting from the Incident shall be reimbursed for the loss established, up to a limit of Two Hundred Fifty Dollars and No Cents (\$250) per claimant. Settlement Class Members whose HIV test results were obtained during the Incident will be paid Seventy-Five Dollars and No Cents (\$75) without a requirement of establishing actual monetary loss. An eligible Settlement Class Member may receive distributions pursuant to both for a maximum payment of Three Hundred Twenty-Five Dollars and No Cents (\$325). Settlement Class Members must submit valid and timely Claims to receive such benefits.

If the aggregate value of the valid and timely Claims exceeds the amount in the Settlement Fund after payment of any taxes due on the Settlement Fund, any Service Award approved by the court, the Attorneys’ Fees and Expenses approved by the Court, then Settlement Class Members who submit valid and timely claims will be reduced on a pro rata basis on such claims.

Any money left in the Settlement Fund after payment of any taxes due on the Settlement Fund, any Service Award approved by the court, the Attorneys’ Fees and Expenses approved by the Court, and payments to Settlement Class Members who submit valid and timely Claims shall be used to offset Settlement notice and administration costs paid or incurred.

If approved, the proposed Settlement will resolve the litigation entitled *Morrow v. Quest Diagnostics Incorporated*, Case No. 2:17-cv-00948-CCC-JBC (D.N.J.), pending before Judge Claire C. Cecchi in the United States District Court for the District of New Jersey. The Court must decide whether to finally approve the Settlement. No payments will be made until the Settlement becomes final. The class action settlement approval process may take more than one year.

Your legal rights are affected even if you do nothing. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
FILE A CLAIM FOR ACTUAL MONETARY LOSS	<p>You must make a Claim in order to receive reimbursement for actual monetary losses.</p> <p>For detailed information about how to file a Claim for actual monetary losses, see Questions 9 and 10.</p>	<p>Deadline: May 22, 2020</p>
FILE A CLAIM FOR OBTAINED HIV TEST RESULTS	<p>If your HIV test results were obtained during the Incident, you must make a Claim in order to receive compensation.</p> <p>For detailed information about how to file a Claim for HIV Results, see Questions 9 and 10.</p>	<p>Deadline: May 22, 2020</p>
OBJECT OR COMMENT ON THE SETTLEMENT	<p>You may object to the Settlement and/or to the amount of Attorneys' Fees, Costs, and Expenses, or Class Representative Service Awards by writing to the Court and informing it why you don't think the Settlement should be approved, and/or why the amount of Attorneys' Fees, Costs, and Expenses or Service Awards are improper. You can also write the Court to provide comments or reasons why you support the Settlement and/or the amount of Attorneys' Fees, Costs, and Expenses, or Class Representative Service Awards.</p> <p>For detailed information about how to object to or comment on the Settlement, see Question 15.</p>	<p>Deadline: January 8, 2020</p>
GO TO THE "FAIRNESS HEARING"	<p>You may, but are not required to, attend the Fairness Hearing where the Court may hear arguments concerning the approval of the Settlement. If you wish to speak at the Fairness Hearing, you must make a request to do so in your written objection or comment.</p> <p>For detailed information about the Fairness Hearing, see Questions 16-18.</p>	<p>Deadline: February 25, 2020</p>
EXCLUDE YOURSELF FROM THIS SETTLEMENT	<p>You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to "Opt-Out" of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to sue Defendant in this lawsuit for claims related to the Incident.</p> <p>For detailed information about how exclude yourself from the Settlement, see Questions 19-21.</p>	<p>Deadline: January 8, 2020</p>
DO NOTHING	<p>If you do nothing, you will not be eligible to receive reimbursement for actual monetary losses, or other compensation. However, if the Settlement becomes final, you will give up your rights to sue Defendant regarding the Incident.</p> <p>For detailed information about what happens if you do nothing, see Question 22.</p>	<p>No deadline</p>

This Settlement affects your legal rights even if you do nothing.

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BACKGROUND INFORMATION

1. Why is there a Notice?

A Court authorized this Notice because you have a right to know how the proposed Settlement may affect your rights. This Notice explains the nature of the litigation, the general terms of the proposed Settlement and how it affects you. This Notice also explains the ways you may participate in, or exclude yourself from, the Settlement.

Judge Claire C. Cecchi of the United States District Court for the District of New Jersey is overseeing this class action. The case is known as *Morrow v. Quest Diagnostics Incorporated*, Case No. 2:17-cv-00948-CCC-JBC (D.N.J.).

2. What is this litigation about?

On December 12, 2016, Quest notified certain persons that on November 26, 2016, an unauthorized third party obtained protected health information of approximately 34,000 users of the MyQuest application maintained by Quest, including names, dates of birth, lab results, and in some instances, telephone numbers (the “Incident”). All the information potentially exposed in the Incident is referred to here as “Personal Information.”

The lawsuit was brought on behalf of the individuals impacted by the Incident against Quest. Plaintiff claims that Defendant failed to adequately protect his and other Class Members’ Personal Information and that they were injured as a result. Defendant denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. In the lawsuit, Plaintiff alleges negligence, breach of contract, breach of implied contract, invasion of privacy, publication of private facts, unjust enrichment, and violation of the New Jersey Consumer Fraud Act (N.J.S.A. 56:8-1, *et seq.*). Plaintiff’s complaint seeks monetary, declaratory, and injunctive relief.

The current, most recent, complaint filed in this litigation, which describes the specific legal claims alleged by the Plaintiff, the Defendant named in the lawsuit, and the relief sought in litigation, is available at www.MedicalDataSettlement.com.

Plaintiff and Quest (the “Parties”) have agreed to settle the lawsuit in its entirety, without any admission of liability by Quest. The Parties intend this Agreement to bind Plaintiff, Quest, and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement.

3. Who is the Defendant in the lawsuit?

The Defendant is Quest Diagnostics Incorporated. Quest is a leading provider of diagnostic information services and laboratory testing.

Even if you have not filed your own lawsuit against Defendant regarding the Incident, you can obtain the benefits provided by this Settlement because the litigation is proceeding as a class action.

4. Why is this a class action?

In a class action, one or more people file a lawsuit to assert legal claims on behalf of themselves and other persons who have experienced the same or similar circumstances. The Plaintiff in the complaint against Defendant will serve as the “Settlement Class Representative” to represent not only his personal interests, but the interests of all the Settlement Class Members. Because this is a class action, even Settlement Class Members who did not file their own lawsuit can obtain a benefit.

5. Why is there a settlement?

Settlements avoid the costs and uncertainty of a trial and related appeals, while providing benefits to Settlement Class Members when the Settlement becomes final. The Court has not decided in favor of Plaintiff or Defendant. Instead, both sides agreed to settle the lawsuit in its entirety, without any admission of liability by Quest. Settlement Class Representative and the attorneys for the Settlement Class (“Class Counsel,” see Question 7) believe that the Settlement is in the best interests of the Settlement Class Members.

SETTLEMENT CLASS MEMBERSHIP

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

You are a Settlement Class Member, and you are affected by this Settlement, if you are a resident of the United States, and if your personal information was obtained by an unauthorized third party in the Incident. Excluded from the Settlement Class are the judge and magistrate judge presiding over this matter, any members of their judicial staff, the officers and directors of Defendant, and persons who timely and validly request exclusion from the Settlement Class.

If you received a mailed Notice of this Settlement, you have been identified by the Settlement Administrator as a Settlement Class Member.

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement website at www.MedicalDataSettlement.com, or call the Settlement Administrator toll free number at 844-245-3767, to see if you are a Settlement Class Member.

THE LAWYERS FOR SETTLEMENT CLASS MEMBERS

7. Do I have a lawyer in the case?

Yes. The Court appointed has “Class Counsel” to represent you and the other Settlement Class Members:

<p>John A. Yanchunis Partick Barthle Morgan & Morgan Complex Litigation Department 201 N. Franklin Street, 7th Floor Tampa, Florida 33602 Tel.: (813) 223-5505</p>	<p>James Barry Locks Law Firm, LLC 801 N. Kings Highway Cherry Hill, NJ 08034 Tel: (856) 663-8200</p>	<p>Michael Galpern Javerbaum Wurgaft Hicks Kahn Wickstrom & Sinins, P.C. 100 Century Parkway, Suite 305 Mount Laurel, NJ 08054 Tel: (856)596-4100</p>
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You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

8. How will Class Counsel be paid?

Class Counsel will make an application to be paid from the Settlement Fund, which must be approved by the Court. Class Counsel will apply for an attorneys’ fee award of no more than \$95,000, inclusive of Attorneys’ Fees and Expenses, and a Service Award for Plaintiff. If you wish, you may object to the amount of Attorneys’ Fees, Costs, and Expenses. For more detailed information about objecting, see Question 15.

Class Counsel will also ask the Court to approve a Service Award to compensate the Settlement Class

Representative. If you wish, you may object to the amount of the Service Award. For more detailed information about objecting, see Question 15.

The Court will decide the Attorneys' Fees, Costs, and Expenses, and Service Award to be awarded. Any Attorneys' Fees, Costs, and Expenses or Service Award awarded will be paid from the \$195,000 Settlement Fund. Class Counsel's application for an award of Attorneys' Fees, Costs, and Expenses, and Service Award will be made available on the Settlement website at www.MedicalDataSettlement.com on the date it is filed or as quickly thereafter as practicable, and, in any event, before the deadline for you to comment or object to the Settlement.

You can request a copy of the application by contacting the Settlement Administrator, at *Morrow v. Quest Diagnostics Inc. c/o Settlement Administrator, P.O. Box 58214, Philadelphia, PA 19102-8214.*

BENEFITS FOR SETTLEMENT CLASS MEMBERS

9. What benefits does the Settlement provide?

The Settlement provides the following benefits to Settlement Class Members who submit valid and timely claims in compliance with the instructions in the Claim Form:

- Settlement Class Members who submit documentary evidence establishing actual monetary loss resulting from the Incident shall be reimbursed for the loss established, up to a limit of Two Hundred Fifty Dollars and No Cents (\$250) per claimant.
- Settlement Class Members whose HIV test results were obtained during the Incident will be paid Seventy-Five Dollars and No Cents (\$75) without a requirement of establishing actual monetary loss.
- An eligible Settlement Class Member may receive distributions pursuant under both the actual monetary loss provision and the HIV test results provision for a maximum payment of Three Hundred Twenty-Five Dollars and No Cents (\$325).

Settlement Benefit: Reimbursement for Monetary Losses

If you spent money to address fraud or identity theft that you believe was caused by the Incident, or to protect yourself from future harm, then you may make a claim for reimbursement. Each individual Claim for monetary losses may not exceed \$250. All Claims of any type will be processed prior to any being paid. If the Settlement Fund is sufficient to cover all valid Claims, all such Claims will be paid in full. If the Settlement Fund is not sufficient to cover all valid Claims, then the amount of each claim will be reduced proportionally (by a percentage) until the Settlement Fund is exhausted.

Monetary losses that are eligible for reimbursement through the Settlement include the following costs related to the Incident and incurred after November 26, 2016:

- The costs of credit monitoring or identity protection services you obtained.
- Unreimbursed losses, fees, or charges incurred as a result of identity fraud or theft connected with the possible misuse of your Personal Information maintained by Quest.
- Professional fees and other costs incurred addressing identity fraud or theft, including falsified tax returns or other identity fraud or theft connected with the possible misuse of your Personal Information.

- Costs associated with credit freezes.
- Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance charges that you show were incurred in connection with identity fraud or theft connected with the possible misuse of your Personal Information.

This list provides examples only, and other losses or costs due to the Incident may also be eligible for reimbursement. **YOU MUST BE ABLE TO DOCUMENT YOUR CLAIM FOR MONETARY LOSSES.**

Settlement Benefit: Obtained HIV Results

You may file a Claim for an HIV test obtained in the Incident by submitting a Claim Form giving written permission to Quest to disclose to the company administering the Settlement whether or not an HIV test pertaining to you was affected by the Incident. If you do so, and such a test was affected in the Incident, you will be eligible to receive a payment of up to Seventy-Five Dollars and No Cents (\$75). You do not need to submit any documentation to file a Claim for an affected HIV test. Quest will not disclose to the Settlement Administrator the results of any HIV test.

HOW TO FILE A CLAIM

10. How do I file a Claim?

There are two options for filing Claims:

- (1) **File Online:** You may fill out and submit the Claim Form and the required documentation online at www.MedicalDataSettlement.com; or
- (2) **File by Mail:** Download a hard copy of the Claim Form (at www.MedicalDataSettlement.com) or ask the Settlement Administrator to mail a Claim Form to you by calling 844-245-3767 or emailing info@MedicalDataSettlement.com. Fill out your Claim Form, and mail it (including postage) to:

Morrow v. Quest Diagnostics Inc
c/o Settlement Administrator
 P.O. Box 58214
 Philadelphia, PA 19102-8214

The deadline to file a Claim is May 22, 2020 (this is the last day to file online and/or postmark for mailed Claims).

Instructions for filling out the Claim Form are included on the Claim Form.

You may access the Claim Form at (“www.MedicalDataSettlement.com”)

11. How will I receive the benefits I claim from the Settlement?

If the Settlement is finally approved by the Court, checks for valid Claims will be mailed by the Settlement Administrator to the mailing address that you provide on your Claim Form.

12. What happens if my contact information changes after I submit a Claim?

If, after you submit a Claim Form, you change your mailing address or email address, it is your responsibility to inform the Settlement Administrator of your updated information. You may do so by contacting the Settlement Administrator using the contact information in Question 23.

13. What happens if some of the money from this Settlement is not claimed

Any money left in the Settlement Fund after payment of any taxes due on the Settlement Fund, any Service Award approved by the Court, the Attorneys' Fees and Expenses approved by the Court, and payments to Settlement Class Members who submit valid and timely Claims shall be used to offset Settlement notice and administration costs paid or incurred.

LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

14. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself (see Questions 19 - 21), you are staying in the Settlement Class, and that means when the Settlement becomes final, you will release all claims against Defendant related to the Incident, whether or not you make a Claim for one or more of the settlement benefits, and any applicable orders entered by the Court will legally bind you. By releasing your legal claims, you are giving up the right to file lawsuits against, or seek further compensation from, Quest and their current, former, and future related parties for any harm related to the Incident—whether or not you are currently aware of those claims.

If you remain a member of the Settlement Class, you, as well as your heirs, assigns, beneficiaries, and successors (the "Releasing Parties"), will release the Released Claims, which include any rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the Incident that were or could have been alleged in the Action, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies that the Releasing Parties, and each of them had, has, or may have in the future relating to, based upon, resulting from, or arising out of (1) the Incident (including without limitation any such claims relating to (i) unauthorized access to, theft, exposure, or disclosure of Settlement Class Members' Personal Information in the Incident, (ii) Defendant's maintenance and storage of Settlement Class Members' Personal Information insofar as such maintenance and storage related to the Incident, and (iii) contentions that Defendant's information security policies and practices were a contributing factor in any way to the Incident), and/or (2) Defendant's notice of the Incident to Settlement Class Members (the "Released Claims").

For the avoidance of doubt, the Released Claims include any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the New Jersey AIDS Assistance Act (N.J.S.A. 26:5C-1, *et seq.*), New Jersey Consumer Fraud Act (N.J.S.A. 56:8-1, *et seq.*) and any similar statutes or data breach notification statutes in effect in the United States (or in any state or local jurisdiction thereof); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure or publication of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, Attorneys' Fees and Expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

The Settlement Agreement, available at www.MedicalDataSettlement.com contains additional information

about Released Claims.

OBJECTING TO OR COMMENTING ON THE SETTLEMENT

15. How do I object to the Settlement?

If you do not exclude yourself, you can comment on, or object to, the Settlement, Class Counsel's request for Attorneys' Fees, Costs, and Expenses, and/or the request for Service Awards for the Settlement Class Representative.

Any written objection to the Settlement must: (i) be submitted to the Court by filing the written objection through the Court's Case Management/Electronic Case Files ("CM/ECF") system, or by mailing the written objection to the United States District Court for the District of New Jersey, or by filing the written objection in person at any location of the United States District Court for the District of New Jersey; (ii) be filed or postmarked on or before the **January 8, 2020** Objection Deadline; and (iii) be mailed first class postage prepaid to Lead Class Counsel and Quest's counsel and postmarked by no later than **January 8, 2020**.

If you choose to make an objection or comment, it must be in writing and contain the following:

- a. The name and case number of this lawsuit (*Morrow v. Quest Diagnostics Incorporated*, Case No. 2:17-cv-00948-CCC-JBC (D.N.J.);
- b. Your full name and mailing address, and email address or telephone number;
- c. An explanation of why you believe you are a Settlement Class Member;
- d. All reasons for your objection or comment;
- e. Whether you intend to personally appear and/or testify at the Fairness Hearing;
- f. The name and contact information of any and all attorneys representing, advising, or assisting you, including any counsel who may be entitled to compensation for any reason related to your objection or comment;
- g. Any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between objector and objector's counsel and any other person or entity;
- h. Whether any attorney will appear on your behalf at the Fairness Hearing, and if so the identity of that attorney;
- i. The identity of any persons who wish to be called to testify at the Fairness Hearing; and
- j. Your handwritten or electronically imaged written (e.g. "DocuSign") signature. An attorney's signature, or a typed signature, is not sufficient.

COURT	LEAD CLASS COUNSEL	QUEST'S COUNSEL
Martin Luther King Building and United States Courthouse 50 West Walnut Street Newark, NJ 07102	John A. Yanchunis Morgan & Morgan Complex Litigation Department c/o <i>Quest Settlement Administrator</i> 1515 Market Street, Suite 1700 Philadelphia, PA 19102	David H. Hoffman Sidley Austin LLP One South Dearborn Chicago, IL 60603

FAIRNESS HEARING

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

The Court will hold the Fairness Hearing at 10:30 AM on February 25, 2020 in Courtroom MLK 5B of the United States District Court for the District of New Jersey, Newark Division, located in the Martin Luther King Building & US Courthouse, 50 Walnut St., Newark, NJ 071014. The hearing may be postponed to a different date or time or location without notice. Please check www.MedicalDataSettlement.com, or Judge Claire C. Cecchi's Calendar for any updates about the Settlement or the Fairness Hearing. If the date or time of the fairness Hearing changes, an update to the Settlement Website or the Court's Calendar will be the only way you will be informed of the change.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who appear at the hearing and who have provided notice of their intent to appear at the hearing. The Court may also consider Class Counsel's application for Attorneys' Fees, Costs, and Expenses and for Class Representative Service Award. The motion for Attorney Fees, Costs, and Expenses and for Service Awards will be posted on the website on the date it is filed or as quickly thereafter as practicable. After the hearing, the Court will decide whether to approve the Settlement.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you submit a written objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

18. May I speak at the hearing?

At the hearing, the Court, at its discretion, will hear any objections and arguments concerning the fairness of the Settlement.

You may attend, but you do not have to. As described above in response to Question 15, you may speak at the Fairness Hearing if you have filed an objection.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

19. How do I exclude myself from the Settlement?

If you want to keep the right to sue or continue to sue Defendant based on claims this Settlement resolves, to the extent such claims are timely, you must take steps to exclude yourself from the Settlement Class (sometimes called "opting out").

To exclude yourself from the Settlement, you must send a letter by mail saying that you wish to do so. Your exclusion letter must include:

- a. The name and case number of this lawsuit (*Morrow v. Quest Diagnostics Incorporated*, Case No. 2:17-cv-00948-CCC-JBC (D.N.J.));
- b. Your full name and mailing address;
- c. The words "Notification of Exclusion" or a statement that you want to be excluded from the Settlement; and

- d. Your handwritten or electronically imaged written (e.g. “DocuSign”) signature. An attorney’s signature, or a typed signature, is not sufficient.

You must mail your exclusion letter, postmarked no later than January 8, 2020, to:

Morrow v. Quest Diagnostics Inc.
c/o Settlement Administrator
ATTN: Exclusion Requests
P.O. Box 58214
Philadelphia, PA 19102-8214

You cannot exclude yourself by mailing a notification to any other location or after the deadline of January 8, 2020.

You cannot exclude yourself by telephone or by email. Your exclusion letter must be signed by you, personally, and not your lawyer or anyone else acting on your behalf. “Mass” or “class” opt-outs made on behalf of multiple persons or classes of persons will be deemed invalid.

If you submit a Claim Form, and you **also** submit a request for exclusion, the request for exclusion will be deemed invalid.

20. If I exclude myself, can I still get the Settlement benefits?

No. You will not be eligible to receive any compensation from the Settlement if you exclude yourself.

21. If I exclude myself, am I still represented by Class Counsel?

No. Class Counsel represents the members of the Settlement Class. If you exclude yourself from the Settlement Class, you are not represented by Class Counsel.

DOING NOTHING

22. What happens if I do nothing?

If you do nothing, you will not be eligible to receive any compensation from the Settlement, and you will give up your rights to sue Defendant about the legal claims in this litigation.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement, view other case documents, and get additional information and updates by visiting www.MedicalDataSettlement.com.

All of the case documents that have been filed publicly in this case are also available online through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.njd.uscourts.gov>. This case is *Morrow v. Quest Diagnostics Incorporated*, Case No. 2:17-cv-00948-CCC-JBC (D.N.J.). You may obtain case documents by visiting the office of the Clerk of the Court for the United States District Court for the District of New Jersey, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

You can also get additional information or request a copy of the Settlement Agreement by calling toll-free 844-245-3767, emailing at info@MedicalDataSettlement.com, or writing to the Settlement Administrator at *Morrow v. Quest Diagnostics Inc.*, c/o Settlement Administrator, P.O. Box 58214, Philadelphia, PA 19102-8214.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.