

Keystone Data Breach Litigation
(Breneman v. Keystone Health, Case No. 2023-618, Franklin County Court of Common Pleas)
Notice of Keystone Data Breach Class Action Settlement

*This is not a solicitation from a lawyer.
Please read this Notice carefully and completely.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

*Para una notificación en español, llamar 1-888-301-4210 o visitar nuestro sitio web
www.KeystoneClassAction.com.*

- A proposed Settlement arising out of a data breach has been reached with Keystone Health (“Keystone”). Between July 28, 2022, and August 19, 2022, an unauthorized user was able to access files within Keystone’s computer systems. As a result, Personal Information of individuals who are or were patients or otherwise affiliated with Keystone may have been accessed (the “Data Breach”). Impacted Personal Information may have included names, Social Security numbers, clinical information, and other medical or personal health information. If you were notified by Keystone that your Personal Information may have been compromised because of the Keystone Data Breach, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, Keystone has agreed to establish a \$900,000.00 Settlement Fund to (1) pay for one year of credit monitoring and insurance services (“Credit Monitoring and Insurance Services” or “CMIS”); or (2) provide reimbursement of up to \$5,000.00 per Class Member for Class Members who incurred certain Documented Losses (“Documented Loss Payment”); or (3) provide cash payments to Class Members (“Cash Fund Payment”). The Settlement Fund will also be used to pay for the costs of the settlement administration, Court-approved Service Awards for named Plaintiffs, and the Fee Award and Costs. In addition, Keystone has agreed to undertake certain remedial measures and enhanced security measures that they will continue to implement.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<p style="text-align: center;">FILE A CLAIM FORM</p> <p>DEADLINE: AUGUST 14, 2023</p>	<p>Submitting a Claim Form is the only way that you can receive any of the monetary Settlement Benefits provided by this Settlement, including Credit Monitoring and Insurance Services, a Documented Loss Payment, or a Cash Fund Payment.</p> <p>If you submit a Claim Form, you will give up the right to sue Keystone and certain Released Parties in a separate lawsuit about the legal claims this Settlement resolves.</p>
<p style="text-align: center;">EXCLUDE YOURSELF FROM THIS SETTLEMENT</p> <p>DEADLINE: JULY 17, 2023</p>	<p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Keystone, or certain Released Parties (as defined in the Settlement Agreement), for the claims this Settlement resolves.</p> <p>If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.</p>
<p style="text-align: center;">OBJECT TO OR COMMENT ON THE SETTLEMENT</p> <p>DEADLINE: JULY 17, 2023</p>	<p>You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement.</p> <p>If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue Keystone and Released Parties in a separate lawsuit about the legal claims this Settlement resolves.</p>
<p style="text-align: center;">GO TO THE “FINAL APPROVAL” HEARING</p> <p>DATE: AUGUST 15, 2023 AT 1:00 O’ CLOCK P.M.</p>	<p>You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.</p>
<p style="text-align: center;">DO NOTHING</p>	<p>If you do nothing, you will not receive any of the monetary Settlement Benefits and you will give up your rights to sue Keystone and certain Released Parties for the claims this Settlement resolves.</p>

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.KeystoneClassAction.com or call 1-888-301-4210.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

A court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The case is known as *Breneman v. Keystone Health*, Case No. 2023-618, Franklin County Court of Common Pleas (the “Action”), before Judge Shawn Meyers. The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, Keystone Health, is called the “Defendant.” The Plaintiffs and the Defendant agreed to this Settlement.

2. What is this lawsuit about?

Between July 28, 2022, and August 19, 2022, an unauthorized user was able to access files stored on Keystone’s computer system. As a result, Personal Information of individuals who are or were patients or otherwise affiliated with Keystone may have been accessed (the “Data Breach”). Impacted Personal Information may have included names, Social Security numbers, clinical information, and other medical or personal health information. After conducting a thorough investigation, Keystone began notifying individuals of the Data Breach on October 14, 2022.

The Plaintiffs claim that Keystone failed to adequately protect their Personal Information and that they were injured as a result. Keystone 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. Keystone denies these and all other claims made in the Action. By entering into the Settlement, Keystone is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the “Class Representatives” sue on behalf of all people who have similar claims. Together all of these people are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The Class Representatives in this case are Kylie Breneman, Brandy Arroyo-Ryan, M. Cristina Gonzalez Ruiz, Patricia Savage, and Jacob Whitehead.

4. Why is there a settlement?

The Class Representatives and Keystone do not agree about the claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Class Representatives or Keystone. Instead, the Class Representatives and Keystone have agreed to settle the Action. The Class Representatives and the attorneys for the Class (“Class Counsel”) believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Keystone.

WHO IS INCLUDED IN THE SETTLEMENT

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

The Court has decided that everyone who fits the following description is a Class Member:

All natural persons who are residents of the United States whose Personal Information was compromised in the Data Breach disclosed by Keystone on or about October 14, 2022, including all who were sent notice of the Data Breach. If you received Notice of this Settlement by mail or email, you are a Class Member, and your legal rights are affected by this Settlement.

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If you did not receive Notice by mail or email, or if you have any questions as to whether you are a Class Member, you may contact the Settlement Administrator.

6. Are there exceptions to individuals who are included as Class Members in the Settlement?

Yes, the Settlement does not include (1) the Judges presiding over the Action and members of their families and immediate staff; (2) Keystone, its subsidiaries, parent companies, successors, predecessors, and any entity in which Keystone or its parents, have a controlling interest, and its current or former officers and directors; and (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement Website at www.KeystoneClassAction.com, or call the Settlement Administrator's toll-free number at 1-888-301-4210.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide Class Members with the opportunity to select and make a claim for one the following Settlement Benefits, which are discussed in further detail below:

(A) One year of Credit Monitoring and Insurance Services;

OR

(B) Cash payments of up to \$5,000.00 per Class Member for reimbursement of certain Documented Losses ("Documented Loss Payment");

OR

(C) Pro rata Cash Fund Payments in amounts to be determined in accordance with the terms of Section 3.7 of the Settlement. The amounts of these payments are unknown at this time but will be calculated based upon how many Class Members submit claims for Credit Monitoring or reimbursement of Documented Losses.

In addition, Keystone has agreed to take certain remedial measures and enhanced security measures as a result of this Action.

Please review Number 9 carefully for additional information regarding the order in which Settlement Benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the three Settlement Benefit options is the best option for you.

A. Credit Monitoring and Insurance Services.

You may file a Claim Form to receive Credit Monitoring and Insurance Services. Credit Monitoring and Insurance Services provide a way to protect yourself from unauthorized use of your personal information. If you already have credit monitoring services, you may still sign up for this additional protection. The Credit Monitoring and Insurance Services provided by this Settlement are separate from, and in addition to, the credit monitoring and identity resolution services that may have been offered to you by Keystone in response to the Data Breach. You are eligible to make a claim for the Credit Monitoring and Insurance Services being offered through this Settlement even if you did not sign up for the previous services. If you file a claim for Credit Monitoring and Insurance Services and you already have credit monitoring services, you can choose to postpone the Credit Monitoring and Insurance Services from this Settlement for a period of 12 months.

Credit Monitoring and Insurance Services include (i) up to \$1 million dollars of identity theft insurance coverage; and (ii) three-bureau credit monitoring.

To receive Credit Monitoring and Insurance Services, you must submit a completed Claim Form selecting to receive Credit Monitoring and Insurance Services.

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B. Documented Loss Payment.

In the alternative to Credit Monitoring and Insurance Services, you may elect to submit a Claim Form for reimbursement of Documented Losses. If you spent money remedying or addressing identity theft and fraud that was more likely than not related to the Keystone Data Breach or you spent money to protect yourself from future harm because of the Keystone Data Breach, you may make a claim for a Documented Loss Payment for reimbursement of up to \$5,000.00 in Documented Losses.

Documented Losses consist of unreimbursed losses incurred on or after July 28, 2022, that were related to identity theft and fraud and are more likely than not a result of the Keystone Data Breach, as well as any expenses related to the Keystone Data Breach. For example, credit card or debit card cancellation or replacement fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, credit-related costs associated with purchasing credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, costs to replace a driver's license, state identification card, Social Security number, professional services, and out-of-pocket expenses for notary, fax, postage, delivery, copying, mileage, and long-distance telephone charges. Other losses or costs related to the Keystone Data Breach that are not insurance reimbursable may also be eligible for reimbursement. To protect the Settlement Fund and valid claims, all Claim Forms submitted that seek payment related to credit or debit card fraudulent transactions will be carefully scrutinized by the Settlement Administrator.

Claims for Documented Loss Payments must be supported by Reasonable Documentation. Reasonable Documentation means written documents supporting your claim, such as credit card statements, bank statements, invoices, telephone records, and receipts.

Individual payments for Documented Losses may be reduced or increased depending on the number of Class Members that participate in the Settlement.

To receive a Documented Loss Payment, you must submit a completed Claim Form electing to receive a Documented Loss Payment. If you file a Claim Form for a Documented Loss Payment and it is rejected by the Settlement Administrator and you do not correct it, and you have not otherwise claimed Credit Monitoring and Insurance Services, your Claim Form will be considered as an alternative claim for a Cash Fund Payment.

C. Cash Fund Payment.

In the alternative to Credit Monitoring and Insurance Services or Documented Loss Payment, you may elect to receive a cash payment. This is the "Cash Fund Payment." The amount of the Cash Fund Payment will vary depending on the number of valid claims that are submitted. To receive a Cash Fund Payment, you must submit a completed Claim Form electing to receive a Cash Fund Payment.

You are not required to provide Reasonable Documentation with your Claim Form to receive a Cash Fund Payment. Individual Cash Fund Payments may be reduced or increased pro rata (equal share) depending on the number of Class Members that participate in the Settlement and the amount of money that remains in the Cash Fund after payments of other Settlement Benefits and charges with priority for payment under the Settlement. *See* Number 9 below.

9. How will Settlement Benefits be paid?

Before determining which Settlement Benefit option from the Settlement is best for you (selecting a Cash Fund Payment, Credit Monitoring and Insurance Services, or Documented Loss Payment), it is important for you to understand how Settlement payments will be made. Court awarded attorneys' fees up to a maximum of 35% of the \$900,000.00 Settlement Fund (i.e., \$315,000.00), reasonable costs and expenses incurred by attorneys for the Class (referred to collectively as Fee Award and Costs), Administrative Expenses for costs of the settlement administration, and Service Awards of up to \$1,500.00 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The remainder of the Settlement Fund will be distributed in the following order:

1. Credit Monitoring and Insurance Services claims will be paid first.
2. If money remains in the Settlement Fund after paying for the Credit Monitoring and Insurance Services, Documented Loss Payment claims will be paid second. If your claim for a Documented Loss Payment is rejected by the Settlement Administrator and you do not cure it, and you have not otherwise made a claim for Credit Monitoring and Insurance Services, your claim for a Documented Loss Payment will instead be considered a claim for a Cash Fund Payment.
3. Approved Cash Fund Payments. If money remains in the Settlement Fund after paying Credit Monitoring and Insurance Services claims and Documented Loss Payment claims, the amount of the Settlement Fund remaining will be used to create a "Post CMIS/DL Net Settlement Fund," which will be used to pay all Cash Fund Payment

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claims. The value of the Cash Fund Payments is unknown at this time but will be calculated by subtracting from the Settlement Fund the amounts paid for valid claims for Credit Monitoring and Insurance Services and Documented Loss Payments, and after those expenses are deducted, the Post CMIS/DL Net Settlement Fund will be divided pro rata to individuals with approved claims for Cash Fund Payments.

10. Tell me more about Keystone’s remedial measures and enhanced security measures.

As a result of the Action, for a period of three (3) years from the Effective Date of this Agreement, Keystone has agreed to institute policies, procedures, and additional security-related remedial measures, including:

1. Enhanced password protocols throughout Keystone’s systems;
2. Enhanced vulnerability monitoring and response capabilities;
3. Retention of a qualified third-party vendor(s) to assist in augmenting Keystone’s information and data security and related practices;
4. Retention of a qualified third-party vendor(s) to provide real-time support to Keystone regarding its information and data security;
5. Enhanced employee cybersecurity training;
6. Creation of two new FTEs (a Telecom and Network Disaster and a Network Administrator) to manage Keystone’s Network and related cybersecurity;
7. Implement, where reasonably appropriate and practicable, immutable storage across Keystone’s information technology network(s) to avoid tampering with and/or deleting any backups;
8. Enhanced endpoint management and security for all Keystone computers, including desktops, servers, and tablets; and
9. Implementation of enhanced company-wide policies, procedures, and protocols relating to data security and the maintenance of sensitive information.

11. What is the total value of the Settlement?

The Settlement provides a \$900,000.00 Settlement Fund and remedial actions to be taken by Keystone for the benefit of the Class. Any Court-approved Fee Award and Costs, Service Awards to the Class Representatives, taxes due on any interest earned by the Settlement Fund, if necessary, and any notice and settlement administration expenses will be paid out of the Settlement Fund, and the balance (“Net Settlement Fund”) will be used to pay for the above Settlement Benefits. Any costs associated with Keystone’s remedial and enhanced security measures will be paid by Keystone in addition to the Settlement Fund.

12. What am I giving up to get a Settlement Benefit or stay in the Class?

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court’s orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Keystone and the Released Parties about the legal issues in this Action, resolved by this Settlement, and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (*see* next question).

13. What are the Released Claims?

In exchange for the Settlement, Class Members agree to release Keystone and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, equity holders, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of any of the foregoing (“Released Parties”) from any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive damage, attorneys’ fees, costs, and expenses, action or cause of action, of every kind or description—whether known or Unknown (as the term “Unknown Claims” is defined in the Settlement Agreement), suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that was or could have been asserted on behalf of the Settlement Class in the Action related to or arising from the compromise of any Class Member’s Personal Information arising out of the Keystone Data Breach, regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description

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that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action. (“Released Claims”). “Released Parties” expressly includes, but is not limited to, Keystone and its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, directors, employees, equity holders, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a “Released Party.” “Released Claims” do not include any claims against any entity other than Released Parties.

The Class Representatives and all Settlement Class Members, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Keystone Data Breach or otherwise arises out of the same facts and circumstances set forth in the Consolidated Class Action Complaint in this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any unidentified third party.

More information is provided in the Class Action Settlement Agreement and Release, which is available at www.KeystoneClassAction.com.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

14. How do I make a claim for Settlement Benefits?

You must complete and submit a Claim Form by **August 14, 2023**. Claim Forms may be submitted online at www.KeystoneClassAction.com or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling 1-888-301-4210 or by writing to Keystone Rural Health Administrator, P.O. Box 2199, Portland, OR 97208-2199. The quickest way to file a claim is online.

If you received a Notice by mail, use your Claim Number to file your Claim Form. If you lost or do not know your Claim Number, please contact Info@KeystoneClassAction.com to obtain it.

You may submit a claim for either (a) a Cash Fund Payment, **OR** (b) a claim for Credit Monitoring and Insurance Services, **OR** (c) a Documented Loss Payment by submitting a Claim Form on the Settlement Website, or by downloading, printing, and completing a Claim Form and mailing it to the Settlement Administrator. You may only select one form of Settlement Relief.

15. How do I make a claim for a Cash Fund Payment?

To file a claim for a Cash Fund Payment, you must submit a valid Claim Form electing to receive the Cash Fund Payment. To submit a claim for a Cash Fund Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **August 14, 2023**.

If you wish to receive your payment via digital payment method options instead of a check, simply provide your email address (optional). Anyone who submits a valid claim for Cash Fund Payment and does not elect to receive a digital payment will receive their payment via regular check sent through U.S. Mail.

Instructions for filling out a claim for a Cash Fund Payment are included on the Claim Form. You may access the Claim Form at www.KeystoneClassAction.com.

The deadline to file a claim for a Cash Fund Payment is **August 14, 2023**. Claims must be filed or postmarked if mailed by this deadline.

16. How do I make a claim for Credit Monitoring and Insurance Services?

To file a claim for Credit Monitoring and Insurance Services, you must submit a valid Claim Form electing to receive Credit Monitoring and Insurance Services. To submit a claim for Credit Monitoring and Insurance Services, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **August 14, 2023**.

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Instructions for filling out a claim for Credit Monitoring and Insurance Services are included on the Claim Form. You may access the Claim Form at www.KeystoneClassAction.com.

The deadline to file a claim for Credit Monitoring and Insurance Services is **August 14, 2023**. Claims must be filed or postmarked if mailed by this deadline.

17. How do I make a claim for a Documented Loss Payment for reimbursement?

To file a claim for a Documented Loss Payment of up to \$5,000.00 for reimbursement of Documented Losses, you must submit a valid Claim Form electing to receive a Documented Loss Payment. To submit a claim for a Documented Loss Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **August 14, 2023**.

The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

If your claim for a Documented Loss Payment is rejected by the Settlement Administrator and you do not correct it, and you do not otherwise make a claim for Credit Monitoring and Insurance Services, your claim for a Documented Loss Payment will instead be considered a claim for a Cash Fund Payment.

Instructions for filling out a claim for a Documented Loss Payment are included on the Claim Form. You may access the Claim Form at www.KeystoneClassAction.com.

The deadline to file a claim for a Documented Loss Payment is **August 14, 2023**. Claims must be filed (or postmarked if mailed) by this deadline.

18. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to the following address:

Keystone Rural Health Administrator
P.O. Box 2199
Portland, OR 97208-2199

19. When and how will I receive the Settlement Benefits I claim from the Settlement?

If you make a valid claim for Credit Monitoring and Insurance Services, the Settlement Administrator will send you information on how to activate your credit monitoring after the Settlement becomes final. If you received a Notice in the mail, keep it in a safe place as you will need the unique Claim Number provided on the Postcard Notice to activate your Credit Monitoring and Insurance Services.

Payment for valid claims for a Cash Fund Payment or a Documented Loss Payment will be provided by the Settlement Administrator after the Settlement is approved and becomes final. You may elect to receive payment for valid claims for a Cash Fund Payment or Documented Loss Payment via PayPal, Venmo, or digital payment instead of a check by submitting your email address with your Claim Form. Anyone who does not elect to receive payment via digital payment will receive their payment via regular check sent through U.S. Mail.

The approval process may take time. Please be patient and check www.KeystoneClassAction.com for updates.

20. What happens if money remains after all of the Settlement Claims are paid?

None of the money in the \$900,000.00 Settlement Fund will ever be paid back to Keystone. Any money left in the Settlement Fund after 120 days after the distribution of payments to Class Members will be distributed pro rata (equal share) among all Class Members with approved claims for Cash Fund Payments, who cashed or deposited their initial check or received the Settlement proceeds through digital means, as long as the average payment amount is \$3.00 or more. If there is not enough money to provide qualifying Class Members with an additional \$3.00 payment, and if possible, the remaining Net Settlement Fund will be distributed to a non-profit recipient to be agreed to by the parties and approved by the Court.

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THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in this case?

Yes, the Court has appointed Andrew W. Ferich of Ahdoot & Wolfson, PC, and Benjamin F. Johns of Shub & Johns LLC as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

Andrew Ferich of Ahdoot & Wolfson, PC c/o Keystone Data Breach Settlement 201 King of Prussia Road, Suite 650 Radnor, PA 19087	Benjamin F. Johns of Shub & Johns LLC c/o Keystone Data Breach Settlement Four Tower Bridge 200 Barr Harbor Drive, Suite 400 West Conshohocken, PA 19428
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22. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees of up to a maximum of 35% of the \$900,000.00 Settlement Fund (i.e., \$315,000.00), plus the reimbursement of their reasonable costs and expenses (referred to collectively as "Fee Award and Costs"). They will also ask the Court to approve up to \$1,500.00 Service Awards to each of the Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees and expenses and Service Awards will be made available on the Settlement Website at www.KeystoneClassAction.com 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 1-888-301-4210.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to sue or continue to sue Keystone and/or the Released Parties on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement.

23. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be in writing and identify the case name *Breneman et al. v. Keystone Health*, Case No. 2023-618, Franklin County Court of Common Pleas; state the name, address, and telephone number and unique identifier of the Class Member(s) seeking exclusion; identify any lawyer representing the Class Member(s); be physically signed by the Person(s) seeking exclusion; and must also contain a statement to the effect that "I/We hereby request to be excluded from the proposed Settlement Class in *Breneman et al. v. Keystone Health*, Case No. 2023-618, Franklin County Court of Common Pleas." The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **July 17, 2023**:

Keystone Rural Health Administrator
P.O. Box 2199
Portland, OR 97208-2199

You cannot exclude yourself by telephone or by email.

24. If I exclude myself, can I still get Credit Monitoring and Insurance Services or a Settlement Payment as part of this class action settlement?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get Credit Monitoring and Insurance Services or a cash payment if you stay in the Settlement and submit a valid Claim Form.

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25. If I do not exclude myself, can I sue Keystone for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Keystone and Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against Keystone or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

26. How do I tell the Court that I do not like the Settlement?

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot 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. If you file 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. All written objections and supporting papers must (a) identify the case name and number; (b) state the Class Member's full name, current mailing address, and telephone number; (c) contain a statement by the Class Member that he or she believes themselves to be a member of the Settlement Class; (d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Data Breach); (e) identify the specific factual and legal grounds for the objection; (f) identify whether the Objection is an objection to the Settlement in part or in whole; (g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (h) identify all counsel representing the Class Member, if any; (i) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; (j) include all documents or writings that the Class Member desires the Court to consider; (k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (l) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative. All objections must be submitted to the Court either by mailing them to the Office of the Prothonotary, Franklin County Court of Common Pleas, 14 N. Main St., Chambersburg, PA 17201 or filing in person with the Court or postmarked on or before **July 17, 2023**.

27. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **August 15, 2023, at 1:00 p.m.** before the Honorable Christopher C. Conner, Franklin County Court of Common Pleas, 14 N. Main St., Chambersburg PA 17201.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class. Class Members should monitor the Settlement Website or the Court's online docket site (*see* Question 32) to confirm whether the date for the Final Approval Hearing is changed. Please note that the hearing may be held via telephone or video conference. All details about the Final Approval Hearing will be posted on the Settlement Website.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement; Class Counsel's application for Fee Award and Costs; and the Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.KeystoneClassAction.com or call 1-888-301-4210.**

29. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

30. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see* Question 26). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

31. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Keystone or any of the Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

32. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.KeystoneClassAction.com, by accessing the Court docket in this case, for a fee, through the Public Records System at www.infocon.com, or by visiting the Office of the Prothonotary, Franklin County Court of Common Pleas, 14 N. Main St., Chambersburg, PA 17201, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

If you have questions about the proposed Settlement or anything in this Notice, you may write to the Settlement Administrator at:

Keystone Rural Health Administrator
P.O. Box 2199
Portland, OR 97208-2199

PLEASE DO NOT CONTACT THE COURT OR THE OFFICE OF THE PROTHONOTARY TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.KeystoneClassAction.com or call 1-888-301-4210.**