

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

If you were mailed a notice by Centerstone on or about August 29, 2022 regarding a Data Breach, you may be eligible for payment and credit monitoring.

Para una notificación en Español, visitar www.Riley-CenterstoneSettlement.com.

A District Court authorized this Notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.

- A settlement has been proposed in a class action lawsuit against Centerstone of America, Inc., Centerstone of Indiana, Inc., and Centerstone of Tennessee, Inc. (collectively “Centerstone”) relating to the unauthorized access of certain computer systems at Centerstone in or about November 2021 (the “Data Breach”). The computer systems accessed may have contained some combination of patient names, social security numbers, dates of birth, driver’s license or state identification card numbers, medical diagnosis or treatment information, Medicaid and/or Medicare information, and/or health insurance information related to the care received at Centerstone.
- If you received a notification from Centerstone, you may be included in this Settlement as a “Settlement Class member.”
- The Settlement provides payments to people who submit valid claims for reimbursement of certain expenses related to the Data Breach. It also provides for credit monitoring and identity theft protection services to be provided to claimants as well as for improvements to be made to Centerstone’s data security systems.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way you can receive payment and/or credit monitoring services is if you submit a valid claim form.
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you exclude yourself from this Settlement, you will not get any payment or credit monitoring services from the Settlement, but you also will not release your claims against Centerstone. This is the only option that allows you to be part of any other lawsuit against Centerstone for the legal claims resolved by this Settlement. If you exclude yourself from the Settlement, you may not object to the Settlement.
OBJECT TO THE SETTLEMENT	To object to the settlement, you can write to the Court with reasons why you do not agree with the Settlement. You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing at your own expense.
DO NOTHING	If you do nothing, you will not get any payment from this Settlement and you will give up certain legal rights. Submitting a valid claim form is the only way to obtain payment from this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.Riley-CenterstoneSettlement.com, or call 1-844-624-2006.
- The Court in charge of this case still has to decide whether to grant final approval the Settlement. Payments will only be made if the Court grants final approval of the Settlement and after any appeals are resolved.

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the payments that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court overseeing this case is the United States District Court for the Middle District of Tennessee. The case is known as *Riley et al. v. Centerstone of America, Inc., et al.*, Case No. 3:22-cv-00662 (the “Lawsuit”). Sara Riley, the person who filed the Lawsuit, is called the Plaintiff and the entities she sued, Centerstone, are called the Defendants.

2. What is this lawsuit about?

The Lawsuit claims that Centerstone is liable for the Data Breach and asserts claims for: negligence, negligence *per se*, breach of contract, breach of implied contract, violation Of Tennessee Consumer Protection Act Of 1977 (Tenn. Code Ann. §§ 47-18-101, *et seq.*), violation Of Indiana Deceptive Consumer Sales Act (Ind. Code §§ 24-5-0.5-0.1 *et seq.*), intrusion upon seclusion/invasion of privacy, unjust enrichment, declaratory judgment. The Lawsuit seeks, among other things, payment and credit monitoring for persons who were injured by the Data Breach.

Centerstone has denied and continues to deny all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Sara Riley) sue on behalf of people who have similar claims. Together, all these people are called a Class or Class members. If a class is certified, one Court and one judge resolves the issues for all Class members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Centerstone. Instead, the Plaintiff negotiated a settlement with Centerstone that allows both Plaintiff, the proposed Class, and Centerstone to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. The Settlement provides benefits and allows Settlement Class members to obtain payment for certain costs without further delay. Plaintiff and her attorneys think the Settlement is in the best interest of all Settlement Class members. This Settlement does not mean that Centerstone did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of this Settlement as a Settlement Class member if you were mailed a notice by Centerstone on approximately August 2, 2022 regarding the Data Breach. Approximately 5,000 individuals were notified of the Data Breach.

6. Are there exceptions to being included in the Settlement?

Yes. Specifically excluded from the Settlement Class is any person who submits a valid request for exclusion to the Settlement Administrator.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides for a total Maximum Payout of \$900,000 which will include payments for claimed expense reimbursements by members of the Class, costs for claimed Identity Theft Monitoring Services, settlement administration costs, a service award to the Plaintiff, and attorney's fees and costs.

There are two types of payments that are available to Settlement Class Members: (1) Expense Reimbursements (Question 8, below) and (2) Extraordinary Expense Reimbursements (Question 9, below). You may submit a claim for either or both types of payments if you have incurred the defined costs under these categories. To claim each type of payment, you must provide supporting documentation and/or attestation with the Claim Form, as described below.

The Settlement also provides for Identity Theft Monitoring Services (Question 10, below) to be provided to Settlement Class Members who submit a valid claim for such services.

The Settlement also provides that Centerstone has improved its information security enhancements since the Data Breach, and commits to continuing security enhancements in 2023. The enhancements include: third-party security monitoring, third-party logging, network monitoring, firewall enhancements, email enhancements, and equipment upgrades.

8. What payments are available for Expense Reimbursement?

Class Members are eligible to receive reimbursement of up to \$500 (in total) for the following categories of out-of-pocket expenses that happened because of the Data Breach:

- bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
- fees for credit reports, credit monitoring, or other identity theft insurance product purchased between August 2, 2022 and March 27, 2024;
- reimbursement of up to four hours of documented lost time (at \$15 per hour) spent dealing with the Data Breach, for example, time spent dealing with replacement card

issues, reversing fraudulent charges, rescheduling medical appointments and/or finding alternative medical care and treatment, retaking or submitting to medical tests, locating medical records, retracing medical history, and any other disruption to medical care and treatment, but only if at least one full hour was spent, and only if that time can be documented with a sworn statement detailing how the time was spent.

9. What payments are available for Extraordinary Expense Reimbursement?

Class Members who had other extraordinary unreimbursed monetary losses because of information compromised as part of the Data Breach, above and beyond those categories of costs above under “Expense Reimbursement,” are eligible to make a claim for reimbursement of up to \$2,500. As part of the claim, the Class Member must show that: (1) it is an actual, documented, and unreimbursed monetary loss; (2) the loss is fairly traceable to the Data Breach; (3) the loss occurred during the time period from November 1, 2021 through and including March 27, 2024; (4) the loss is not already covered by one or more of the categories in Question 8; and (5) a reasonable effort was made to avoid the loss or seek reimbursement for the loss (including exhaustion of all available credit monitoring insurance and identity theft insurance).

More details are provided in the Settlement Agreement, which is available at www.Riley-CenterstoneSettlement.com.

10. What is included in the Identity Theft Monitoring Services?

The Identity Theft Monitoring Services offered by Centerstone will be provided to Class Members who submit valid claim forms for a time period of (1) two years to those Class Members whose personal or financial information was potentially impacted in the Data Breach, and who did *not* opt in for the credit monitoring services Defendants offered in connection with the August 2, 2022 Data Breach notice and (2) one additional year to those Class Members who already elected to receive the one year of monitoring Defendant offered as part of the August 2, 2022 Data Breach notice.

The Identity Theft Monitoring Services include:

- Real time monitoring of the credit file at all three bureaus;
- Dark web scanning with immediate notification of potential unauthorized use;
- Comprehensive public record monitoring;
- Medical identity monitoring;
- Identity theft insurance (no deductible); and
- Access to fraud resolution agents to help investigate and resolve identity thefts.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

11. How do I get benefits from the Settlement?

To ask for a payment, you must complete and Submit a Claim Form. Claim Forms are available at www.Riley-CenterstoneSettlement.com, or you may request one by mail by calling 1-844-624-2006. Read the instructions carefully, fill out the Claim Form, and submit it online, or mail it postmarked no later than **March 27, 2024** to:

Centerstone Claims Administrator
PO Box 3354
Baton Rouge, LA 70821

12. How will claims be decided?

The Claims Administrator has sole discretion to decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the Claims Administrator requires additional information from you and you do not provide it in a timely manner, your claim may not be paid at the Claims Administrator's discretion.

13. When will I get my payment?

The Court will hold a Final Fairness Hearing at 10:00 a.m. on April 26, 2024 to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals, and resolving them may take additional time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient. If you have further questions regarding payment timing, you may call the Claims Administrator at 1-844-624-2006.

REMAINING IN THE SETTLEMENT

14. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a payment or to receive Identity Theft Monitoring Services, you must submit a Claim Form online or postmarked by **March 27, 2024**. If you do nothing, you will remain in the Settlement but you **will not** receive payment or credit monitoring services.

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

If the Settlement becomes final, you will give up your right to sue Centerstone for the claims being resolved by this Settlement. The specific claims you are giving up against Centerstone and the parties you are releasing are described in Paragraphs 27 and 69-71 of the Settlement Agreement. The Settlement Agreement is available at www.Riley-CenterstoneSettlement.com. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what claims you are giving up and which parties you are releasing, you can talk to the law firm listed in Question 19 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue Centerstone about issues in the Litigation, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

16. If I exclude myself, can I still get payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be entitled to any benefits of the Settlement, and you will not be bound by any judgment in this case.

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

No. Unless you exclude yourself from the Settlement, you give up any right to sue Centerstone for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you wish to exclude yourself from the Settlement, **do not** submit a Claim Form to ask for a payment or credit monitoring services.

18. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *Riley v. Centerstone of America, Inc., et al.*, Case No. 3:22-cv-00662. Your letter must also include your full name, current address, and signature. You must mail your exclusion request postmarked no later than **February 12, 2024** to:

Centerstone Settlement Exclusions
P.O. Box 3354
Baton Rouge, LA 70821

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

Yes. The Court appointed the following attorney as “Class Counsel” to represent the Settlement Class:

Mason A. Barney, SIRI & GLIMSTAD LLP, 745 Fifth Avenue, Suite 500, New York, New York 10151, Tel: (212) 532-1091, Email: mbarney@sirillp.com

You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys’ fees, costs, and expenses in the amount of \$195,000 (21 2/3% of the \$900,000 Maximum Payout). Class Counsel will also request approval of a service award of \$2,500 to the Plaintiff for

her service to the Litigation. If approved, these amounts, as well as the costs of notice and settlement administration, will be paid by Centerstone.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

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

If you are a Settlement Class member, you can object to the Settlement if you do not like the benefits available under the Settlement, the attorney's fees claimed, or any other aspect of the Settlement. You can give reasons to the Court why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must submit a written objection to the Settlement Administrator stating that you object to the Settlement in *Riley v. Centerstone of America, Inc., et al.*, Case No. 3:22-cv-0662.

Your objection must include:

- (i) the name of the proceedings;
- (ii) your full name, current mailing address, and telephone number;
- (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection;
- (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class;
- (v) the identity of any attorneys representing the objector;
- (vi) a statement regarding whether you (or your attorney) intend to appear at the Final Fairness Hearing; and
- (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Your objection must be postmarked no later than **February 12, 2024**, and sent to

Centerstone Settlement Objections
P.O. Box 3354
Baton Rouge, LA 70821

Any Settlement Class Member who does not send a timely and adequate objection in accordance with this section and Paragraph 57 of the Settlement Agreement may be deemed by the Court to have waived the right to object or to be heard at the Final Approval Hearing and may be forever barred from making any objection to the Settlement.

22. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you

exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT’S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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

The Court will hold a Final Fairness Hearing at 10:00 a.m. on April 26, 2024, in the United States District Court for the Middle District of Tennessee, 800 Broadway, Nashville, TN 37203. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any timely sent written objections and may also listen to people who have asked to speak at the hearing (*see* Question 21). The Court will also decide whether to approve fees and costs to Class Counsel, and the service award to Plaintiff.

24. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the Final Fairness Hearing in Nashville at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

25. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 21 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

26. What happens if I do nothing?

If you do nothing, you will not receive any payment or Identity Theft Monitoring Services from this Settlement. The only way to receive payment or credit monitoring services under the Settlement is to submit a valid and timely Claim Form.

If the Court approves the Settlement, and you do nothing, you will be bound by the Settlement Agreement and the Release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Centerstone or related parties about the issues involved in this lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

27. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Stipulation and Settlement Agreement, which is available at www.Riley-CenterstoneSettlement.com, or by writing to the Centerstone Settlement Administrator, P.O. Box 3354, Baton Rouge, LA 70821.

28. How do I get more information?

Go to www.Riley-CenterstoneSettlement.com, call 1-844-624-2006, email info@Riley-CenterstoneSettlement.com, or write to the Centerstone Settlement Administrator, P.O. Box 3354, Baton Rouge, LA 70821.

***Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer any questions regarding the Settlement or the Lawsuit.***