

A court authorized this Notice. This is not a solicitation from a lawyer.

**THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
WISCONSIN HAS PRELIMINARILY APPROVED A CLASS ACTION SETTLEMENT
THAT MAY AFFECT YOUR RIGHTS.**

If you were sent notice by UnityPoint Health in April and/or July 2018 that your personal information may have been compromised as a result of data security incidents, this Settlement may affect your rights.

- A class action Settlement has been reached under which your rights may be affected.
- This proposed Settlement will resolve a class action lawsuit pending in the United States District Court for the Western District of Wisconsin, titled *Fox, et al. v. Iowa Health System, d/b/a UnityPoint Health*, Case No. 18-CV-327-JDP (the “Action”). On September 16, 2020, the Court preliminarily approved the Settlement.
- If you were sent notice by UnityPoint Health in April and/or July 2018 that your personal information and/or protected health information may have been or was exposed to unauthorized third parties as a result of data security incidents, you are a member of the Settlement Class. These incidents are described as the First Data Breach and the Second Data Breach in the Second Amended Class Action Complaint in the lawsuit. A full copy of the Second Amended Class Action Complaint may be reviewed at the Settlement Website: www.UPHSettlement.com.
- This Notice is to advise you of the status of the lawsuit, the terms of the proposed Settlement, and your rights in connection with the proposed Settlement. If you are a Settlement Class member, you may be entitled to a cash payment and one year of comprehensive credit monitoring. **To receive these benefits, you must file a claim as detailed below.** You also have the right to object to the Settlement. In the alternative, you may exclude yourself from the Settlement. You may also do nothing. These options are explained below.
- This is not a lawsuit against you. A full copy of the Settlement Agreement may be reviewed at the Settlement Website at www.UPHSettlement.com. This Notice contains only a summary of the Settlement Agreement.
- Read this notice carefully. **If you are a Settlement Class member, you are entitled to claim benefits and your legal rights will be affected whether or not you take action.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<u>ACTION</u>	<u>EXPLANATION</u>	<u>DUE DATE</u>
Obtain Benefits under the Settlement and Submit a Claim Form	To obtain benefits under the Settlement, Settlement Class members must file a timely claim. For more information about submitting a claim, see www.UPHSettlement.com . If you submit a claim and receive benefits under the Settlement, you give up your right to sue UnityPoint Health about the claims in the Action.	Claims must be filed on or before March 2, 2021.
Object to the Settlement	<p>Settlement Class members may object to the Settlement. For more information about objecting to the Settlement, see www.UPHSettlement.com. If you object, you will still be eligible to receive benefits under the Settlement if you file a timely claim.</p> <p>If you file an objection, you may appear at the Final Approval Hearing, either personally or through an attorney. For more information about submitting a request to speak at the Final Approval Hearing, see www.UPHSettlement.com.</p>	Objections must be filed on or before January 4, 2021.
Exclude Yourself from the Settlement	If you choose to exclude yourself (opt out) from the Settlement, you will not be included in the Settlement, you will not receive any benefits under the Settlement, and you will retain any right you currently have to sue UnityPoint Health about the claims in the Action.	Requests for exclusion must be filed and mailed on or before January 4, 2021.
Do Nothing	If you do not make a claim or exclude yourself from the Settlement within the deadlines stated above, you will not receive any benefits under the Settlement, and you will give up your right to sue UnityPoint Health about the legal claims asserted in the Action.	

YOU MUST SUBMIT A CLAIM FORM TO RECEIVE SETTLEMENT BENEFITS.

YOU CAN SUBMIT A CLAIM FORM ONLINE OR MAIL A CLAIM FORM TO THE
CLAIMS ADMINISTRATOR.

THE DEADLINE TO FILE A CLAIM FORM IS MARCH 2, 2021.

Questions? Visit www.UPHSettlement.com or call toll-free 1-855-917-3553.

1. WHY DID I GET NOTICE OF THIS SETTLEMENT?

You received notice of this Settlement because records show that you were sent notice by UnityPoint Health in April and/or July 2018 that your personal information may have been compromised a result of the data security incidents alleged in the Second Amended Class Action Complaint. If these records are correct, you are a Settlement Class member, and you are entitled to receive Settlement benefits if you submit a Claim Form before the deadline and the Court grants final approval of the Settlement. You also have other options as described in this Notice.

2. WHAT IS THIS LAWSUIT ABOUT?

The Class Representatives filed a complaint against UnityPoint Health. The complaint alleges that UnityPoint Health acted unlawfully by failing to prevent the data security incidents. The Class Representatives claim that UnityPoint Health failed to fulfill its legal duty to adequately secure and safeguard the personal and protected health information of the Class Representatives and Settlement Class members, and that UnityPoint Health breached promises made to the Class Representatives and Settlement Class members concerning the security of their information.

UnityPoint Health denies the allegations asserted by the Class Representatives in the Action, and contends that UnityPoint Health was and is in compliance with applicable state and federal law. The Court has not made any ruling on the ultimate merits of this case. The Class Representatives and UnityPoint Health have agreed to settle the Action, subject to the approval of the Court.

3. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

If you were sent notice by UnityPoint Health in April and/or July 2018 that your personal information and/or protected health information may have been or was exposed to unauthorized third parties as a result of the data security incidents described as the First Data Breach and the Second Data Breach in the Second Amended Class Action Complaint (“Security Incidents”), you are a member of the Settlement Class.

4. WHAT DOES THE SETTLEMENT PROVIDE?

If the Court grants final approval, UnityPoint Health will provide the Settlement benefits listed below to Settlement Class members. You can review at the Claim Form at www.UPHSettlement.com to see an explanation of the types of loss that are considered Ordinary Expenses or Extraordinary Expenses as well as specific documentation requirements for claimed losses. These benefits are not mutually exclusive, such that you may claim any one or more of the following.

1. Enrollment in a comprehensive credit monitoring service for one year. The credit monitoring will be provided through Identity Guard’s Total Plan, powered by IBM Watson, and shall include at least the following, or similar, services: Up to \$1 million dollars reimbursement insurance from AIG covering losses due to identity theft and stolen funds; three bureau credit monitoring providing notice of certain changes to the enrolled Settlement Class member’s credit profile; real time authentication alerts in as little as three seconds when someone attempts to make a change to enrolled Settlement Class members’ personal account information within Identity Guard’s network; alerts based on searches of payday-loan providers and court records and monitoring of the top ten largest U.S. financial institutions, for attempted or actual fraudulent use of the enrolled Settlement Class members’ information; Dark Web Monitoring that will provide notification if an enrolled Settlement Class member’s information such as Social Security number, credit card numbers, financial account numbers, and health insurance number are found on the Dark Web; threat Alerts powered by IBM “Watson’s” artificial intelligence of potential threats relevant to the enrolled Settlement Class

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members found by IBM Watson's artificial intelligence, for instance: breaches, phishing scams, and malware vulnerabilities; customer support and victim assistance provided by Identity Guard; anti-phishing applications for iOS & Android Mobile devices; and safe browsing software for personal computers and Macs to help protect the enrolled Settlement Class member's computer(s) against malicious content with an add-on for Safari, Chrome, and Firefox web browsers that delivers proactive malware protection by blocking various malware delivery channels including phishing, malvertisements, and Flash (the extension also blocks content and tracking cookies to help protect personal information).

This credit monitoring benefit can be deferred for one year upon request.

To receive this credit monitoring benefit, you must submit a Claim Form by **March 2, 2021** and follow the enrollment instructions that will be emailed or mailed to you following Final Approval of the Settlement.

2. Ordinary out-of-pocket expenses. All Settlement Class members who submit a valid Claim are eligible to recover compensation for 100% of their ordinary out-of-pocket expenses, not to exceed \$1,000.00 per Settlement Class member, that were incurred between February 7, 2018 and the Claims Deadline, as a result of the Security Incidents, including: (i) long distance telephone charges; (ii) cell minutes (if charged by minute), Internet usage charges (if charged by the minute or by the amount of data usage and incurred solely as a result of the Security Incidents), and text messages (if charged by the message and incurred solely as a result of the Security Incidents); (iii) postage; (iv) documented costs associated with miscellaneous expenses such as notary, fax, postage, copying, and mileage; (v) documented costs associated with credit freezes; (vi) documented costs of credit monitoring services active between February 7, 2018 and one year after the Claims Deadline; and (vii) up to three (3) hours of lost time compensated at \$15.00 per hour.

To claim ordinary out-of-pocket expense reimbursements, a Settlement Class member must: (i) provide identification of the identity theft event(s); (ii) attest that he or she believes that the losses or expenses were incurred as a result of the Security Incidents, and (iii) provide reasonable documentation of the out-of-pocket losses claimed. Documentation will not be required for lost time.

Settlement Class members seeking to recover documented costs of credit monitoring services active between February 7, 2018 and one year after the Claims Deadline incurred as a result of the Security Incidents, discussed above, the Claimant must submit either (a) a receipt showing a one year subscription to a credit monitoring service between February 7, 2018 and one year after the Claims Deadline incurred as a result of the Security Incidents; or (b) at least three receipts showing consecutive monthly payments to a credit monitoring service between February 7, 2018 and one year after the Claims Deadline incurred as a result of the Security Incidents and an attestation that the Claimant intends to continue subscribing to such service through at least one year after the Claims Deadline. In the event that a Claimant has subscribed to a credit monitoring service on a monthly basis and has not yet made three consecutive monthly payments at the time the Claimant files a Claim, the Claimant will be advised of the opportunity to provide the requisite documentation in the Dispute Resolution Process described in the Settlement Agreement.

3. Extraordinary expense reimbursement. All Settlement Class members who submit a valid Claim are also eligible to recover compensation for 100% of their documented extraordinary monetary out-of-pocket losses and extraordinary compensable additional lost time incurred on or after February 7, 2018, as a result of the Security Incidents, in an amount not to exceed \$6,000.00 per Settlement Class member. Extraordinary out-of-pocket expense reimbursements shall include, but are not limited to: (i) documented professional fees and other costs incurred to address identity fraud or theft, including but not limited to falsified tax returns, new account fraud, existing account fraud, account takeover, and medical-identity theft; (ii) other documented unreimbursed losses, fees, or charges incurred as a result of identity fraud or theft, including, but not limited to (a) unreimbursed

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bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellation or due to over-limit situations; and (ii) reimbursement for up to five (10) additional hours of lost time (compensated at \$15.00 per hour), not reimbursed as ordinary compensable lost time, spent resolving documented extraordinary losses.

To claim extraordinary out-of-pocket expense reimbursements, a Settlement Class member must: (i) provide identification of the identity theft event(s); (ii) attest that he or she believes that the losses or expenses were incurred as a result of the Security Incidents, and (iii) provide reasonable documentation of the out-of-pocket losses claimed.

Claims for extraordinary compensable additional lost time will be provided to Settlement Class members subject to the following: (i) reimbursement for up to five (5) hours of extraordinary compensable additional lost time will require an attestation that the time was spent as a result of the documented identity theft or fraud; and (ii) reimbursement for more than five (5) hours will require a documented or written showing of how the time was expended and why it was reasonably necessary.

4. Fees, Costs and Expenses Associated with the Settlement: In addition to the payment of timely and valid claims, the parties have agreed that UnityPoint Health will pay for (1) all fees, costs and expenses associated with the administration of the Settlement; (2) an Attorneys' Fees and Expenses award, to be requested by Class Counsel, not to exceed One Million Five Hundred and Seventy Five Thousand Dollars (\$1,575,000); and (3) an incentive award, to be requested by the Class Representatives, not to exceed Two Thousand Five Hundred Dollars (\$2,500) per Class Representative (\$10,000 in Total).

5. HOW DO I RECEIVE A BENEFIT?

If you are an eligible Settlement Class member and you wish to receive a payment from the Settlement, then you must make a valid Claim by **March 2, 2021**.

Claims may be submitted online at www.UPHSettlement.com by **March 2, 2021**. Claims may also be submitted by mail, and you can obtain a copy of the claim form online or by calling the Claims Administrator toll-free at 1-855-917-3553 to request that a Claim Form be mailed to you.

Claims submitted or postmarked after **March 2, 2021** will not be paid.

If the Settlement is approved by the Court after the Final Fairness Hearing, and if you have timely submitted a valid Claim for lost time and/or documented expenses by the deadline of **March 2, 2021**, you will be sent cash payment as set forth herein.

If you have submitted a valid Claim for credit monitoring by the deadline of **March 2, 2021**, you will be emailed or mailed instructions about how to enroll in your credit monitoring and identity theft protection benefits.

6. HOW WILL I RECEIVE PAYMENTS?

The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class member; (2) the Claimant has provided all information needed to complete the Claim, including any documentation that may be necessary to reasonably support the expenses claimed; and (3) if the information submitted could lead a reasonable person to conclude that more likely than not the Claimant has suffered the claimed losses as a result of the Security Incidents (collectively, "Complete and Plausible"). The Claims Administrator may, at any time, request from the claimant in writing additional information as the Claims Administrator may reasonably require in order to evaluate the Claim ("Claim Supplementation"), e.g., documentation

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requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

The Claims Administrator's initial review will be limited to a determination of whether the Claim is Complete and Plausible. For any such Claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those Claims to the Parties (one Class Counsel shall be designated to fill this role for all Plaintiffs). If the Parties agree that the Claimant's Claim is Complete and Plausible then the Claim shall be paid. If the Parties agree that the Claim is incomplete and/or implausible, it shall be denied. If the Parties do not agree, after meeting and conferring, then the Claim shall be referred to a mediator pursuant to agreement between the Parties (the "Claims Referee") for resolution.

Upon receipt of an incomplete or unsigned Claim or a Claim that is not accompanied by sufficient documentation to determine whether the Claim is Complete and Plausible, the Claims Administrator shall request Claim Supplementation and give the Claimant 30 days to cure the defect before rejecting the Claim. Requests for Claim Supplementation shall be made within thirty (30) days of the receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes latest. In the event of unusual circumstances interfering with compliance during the 30-day period, the Claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than one year from the Effective Date. The COVID-19 pandemic, in and of itself, does not constitute good cause, but a Claimant may show good cause by providing information why the COVID-19 pandemic caused the Claimant to fail to comply with the 30-day period. If the defect is not cured, then the Claim will be deemed invalid and there shall be no obligation to pay the Claim.

Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each Claim. If, after review of the Claim and all documentation submitted by the Claimant, the Claims Administrator determines that such a Claim is Complete and Plausible, then the Claim shall be paid. If the Claim is not Complete and Plausible because the Claimant has not provided all information needed to complete the Claim Form and evaluate the Claim, then the Claims Administrator may reject the Claim without any further action. If the Claim is rejected in whole or in part, for other reasons, then the Claim shall be referred to the Parties. If the Parties agree that the Claimant's Claim is incomplete and/or implausible, then no further action shall be taken. If the Parties agree that the Claimant's Claim is Complete and Plausible, then the claim shall be paid. If the Parties do not agree, after meeting and conferring, then the Claim shall be referred to the Claims Referee.

Settlement Class members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final determination. If the Claimant approves the final determination, then the approved amount shall be the amount to be paid. If the Claimant does not approve the final determination within thirty (30) days, then the dispute will be submitted to the Parties within an additional ten (10) days.

If any dispute cannot be resolved by the Parties and is submitted to the Claims Referee, the Claims Referee may approve the Claims Administrator's determination by making a ruling within fifteen (15) days. Alternatively, the Claims Referee may make any other final determination of the dispute or request further supplementation of a Claim within thirty (30) days. The Claims Referee's determination shall be based on whether the Claims Referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Security Incidents. The

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Claims Referee shall have the power to approve a Claim in full or in part. The Claims Referee's decision will be final and non-appealable. Any Claimant referred to the Claims Referee shall reasonably cooperate with the Claims Referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the Claims Referee to verify the Claim through third party sources, and failure to cooperate shall be grounds for denial of the Claim in full. The Claims Referee shall make a final decision within thirty (30) days of receipt of all supplemental information requested.

7. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

You have the right to exclude yourself from (i.e., "opt-out" of) the Settlement Class. If you exclude yourself, you will give up the right to receive any payment and the right to object to the Settlement, but you will not release the claims that are released by the Settlement.

To exclude yourself from the Settlement Class, you must inform the Claims Administrator in writing of your name, address, and your intention to be excluded. All requests for exclusion must be submitted, signed, and mailed to the Claims Administrator and postmarked no later than **January 4, 2021**. If you return a late request for exclusion, the request will be deemed invalid, you will remain a member of the Settlement Class, and you will be bound by all of the terms of the Settlement.

YOU CANNOT EXCLUDE YOURSELF BY TELEPHONE OR BY SENDING AN EMAIL.

DO NOT SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION. IF YOU SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION, THE REQUEST FOR EXCLUSION WILL BE DISREGARDED.

8. HOW DO I OBJECT TO THE SETTLEMENT?

If you do not exclude yourself, you have the right to object to the Settlement. To object, you must file a written statement with the Clerk of the United States District Court for the Western District of Wisconsin, United States District Court, 120 North Henry Street, Room 320, Madison, Wisconsin 53703, no later than **January 4, 2021**. You must also mail a copy of your objection to the following three places postmarked no later than **January 4, 2021**:

COURT	CLASS COUNSEL	UNITYPOINT'S COUNSEL
United States District Court for the Western District of Wisconsin United States District Court 120 North Henry Street Room 320 Madison, Wisconsin 53703	Cari C. Laufenberg KELLER ROHRBACK L.L.P. 1201 Third Avenue Suite 3200 Seattle, Washington 98101	Casie D. Collignon BAKER & HOSTETLER LLP 1801 California Street Suite 4400 Denver, Colorado 80202

Your objection must include: (a) your full name, address, telephone number, and e-mail address (if any); (b) information identifying you as a Settlement Class member; (c) a written statement of all grounds for the objection, accompanied by any legal support you would like to submit; (d) the identity of all lawyers (if any) representing you; (e) the identity of all lawyers (if any) who will appear at the Final Fairness Hearing on your behalf; (f) a list of all persons you will be called to testify at the Final Fairness Hearing in support of your objection; (g) a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing; and (h) your signature or the signature of your duly authorized lawyer or other duly authorized representative.

In addition to the foregoing, objections should also provide the following information: (a) a list, by case name, court, and docket number, of all other cases in which you (directly or through a lawyer)

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filed an objection to any proposed class action settlement within the last three (3) years; (b) a list, by case name, court, and docket number, of all other cases in which your lawyer (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last three (3) years; and (c) a list, by case number, court, and docket number, of all other cases in which you have been a named plaintiff in any class action or served as a lead plaintiff or class representative.

You will not be excluded from the Settlement by filing an objection.

9. DO I HAVE A LAWYER IN THE CASE?

For purposes of this Settlement, the Class Representatives and the Settlement Class are represented by Cari Campen Laufenberg, of Keller Rohrbach L.L.P.; Ronald A. Marron, of the Law Offices of Ronald A. Marron, APLC, and Robert L. Teel, Of Counsel to the Law Offices of Ronald A. Marron, APLC. You will not be personally charged for their work on the case. Instead, Defendant has agreed to separately pay Class Counsel's fees and expenses up to \$1,575,000, subject to Court approval. If you want to be represented by your own lawyer, you may hire one at your own expense.

10. IS THERE A RELEASE OR WAIVER OF CLAIMS?

Unless you affirmatively exclude yourself, you will agree to the "Release" of claims as described in Section V of the Settlement Agreement. That means that you cannot sue, continue to sue, or be part of any other lawsuit against UnityPoint Health or other Released Parties for any of the Released Claims. It also means that the Court's orders will apply to you and legally bind you. You may view the Settlement Agreement for the full language of the legal claims you will give up if you remain in the Settlement by requesting a copy from the Claims Administrator.

11. WILL THERE BE A HEARING?

The Court will hold a Final Fairness Hearing for the Settlement on **February 19, 2021, at 2:00 p.m.** in the **United States District Court for the Western District of Wisconsin, United States District Court, 120 North Henry Street, Madison, Wisconsin 53703**. If objections have been received, the Court will consider them during this hearing. The Final Fairness Hearing may be rescheduled to a later time, which will be listed at the Court's website. If there are no objections, the Settlement will become final shortly after the Court grants final approval. If there are objections, the Settlement will become final after the Court grants final approval and either the time to appeal has expired or any appeal filed has been resolved.

Before attending the Hearing in person, check the Claims Administrator website, www.UPHSettlement.com. It will provide updated information if the Court changes the Hearing date or decides to hold the Hearing telephonically or via a web-based service.

You Are Not Required to Attend the Final Fairness Hearing. However, you may appear or may hire your own attorney to appear at the Final Fairness Hearing.

REMINDER OF IMPORTANT SETTLEMENT DATES AND DEADLINES

The following are important dates and deadlines under the proposed Settlement:

- **Last Day to Mail Requests for Exclusion: January 4, 2021**
- **Last Day to File and Serve Objections: January 4, 2021**
- **Last Day to Submit or Mail a Claim Form: March 2, 2021**
- **Final Fairness Hearing: February 19, 2021 at 2:00 p.m.**

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