

## LONG NOTICE

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### Attention Current or Former Patients of East Tennessee Children's Hospital.

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**This notice may affect your rights. Please read it carefully.**

*A court has authorized this notice. This is not a solicitation from a lawyer.*

- This Long Notice is regarding a lawsuit called *K.B. (minor) through Joan Blank et al. v. East Tennessee Children's Hospital Association, Inc.*, Case No.: C2LA0081 pending in the Circuit Court for Anderson County, State of Tennessee (the "Lawsuit"). The Lawsuit concerns East Tennessee Children's Hospital Association, Inc's ("ETCH") data security practices, in the wake of a March 2022 data security incident resulting in the potential compromise of hundreds of thousands of current and former ETCH patients' highly sensitive personal information (referred to herein as the "Data Breach").
- A class action Settlement will resolve the Lawsuit by Plaintiffs K.B. (minor) through Joan Blank, next friend; J.M. (minor) through Mary Murray, next friend; T.D. (minor) through Shelbie Dempsey, next friend; Jacob Mason; Whitney Sprouls; Meagan Jones; Miguel Cadenas; M.C. and T.C. (minors) through Lynne Cadenas, next friend; B.P., J.P. and C.P. (minors) through Judi Parris, next friend; C.J.J. (minor) through Craig Juneau, next friend; Michael McCarter; C.G.C. (minor) through Beth Catron, next friend; and K.C.U. (minor) through Robert Ulucan, next friend, against ETCH. The Settlement affects all Persons whose Private Information was accessed and/or compromised as a result of the ETCH Data Breach discovered on or about March 2022.
- The Lawsuit contends that ETCH collected and stored the personal information of hundreds of thousands of its current and former patients without proper encryption or other data security practices. This data included, among other things, patient names, Social Security numbers, dates of birth, contact information, and medical record numbers (the "Private Information" or "PII"). ETCH denies these allegations and maintains that its data security was reasonably in place to protect the information at issue.
- The Settlement establishes a \$1,550,000.00 Settlement Fund to repay Settlement Class Members for their Lost Time and Out-of-Pocket Losses, three (3) years of free credit monitoring services for Settlement Class Members, ten (10) years of Pango's Identity Defense Minor Service for Minor Subclass members, as well as for the Costs of Claims Administration, Plaintiffs' service awards, and attorneys' fees and expenses as awarded by the Court. ETCH has also agreed to undertake certain remedial measures and enhanced data security measures. **To obtain a cash payment and/or free credit monitoring services from the Settlement, you must complete and return the Claim Form** included in this mailing. For Minor Subclass members to obtain the Pango Identity Defense Services for minors, you must simply activate the code sent to you.
- The Proposed Settlement Class Counsel will ask the Court for an Attorneys' Fee and Expense award of up to one-third of the Settlement Fund, which is \$511,500.00. The Attorneys' Fee and Expense award is compensation for investigating the facts, litigating the case, and negotiating the Settlement. Proposed Settlement Class Counsel will also ask for \$1,000 to be awarded to Plaintiffs listed above for their services rendered on behalf of the Class. This payment is called a "service award."
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

Questions? Visit [www.ETCHDataSettlement.com](http://www.ETCHDataSettlement.com) or call 1-833-747-6027

## LONG NOTICE

This Long Notice contains a summary of the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.ETCHDataSettlement.com](http://www.ETCHDataSettlement.com), or contact the Claims Administrator by calling toll-free 1-833-747-6027 or by writing to the following:

*Blank v. East Tennessee Children's Hospital*  
 c/o Kroll Settlement Administration  
 P.O. Box 225391  
 New York, NY 10150-5391

***Please do not contact the attorneys, the Court, or the clerk's office to inquire about this Settlement or the claims process.***

### SETTLEMENT CLASS MEMBERS HAVE RIGHTS AND OPTIONS TO EXERCISE:

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>Settlement Class Members: Submit a Claim Form</b>	You can receive an Alternative Cash Payment and/or credit monitoring services. You must submit a Claim Form by the Claims Deadline to receive these benefits.	February 17, 2024
<b>Minor Subclass members</b>	You can receive the ten years of Pango Identity Defense Services by simply activating the code that was sent to you.	One (1) year after the Effective Date
<b>Opt-Out Date</b>	Get out of the lawsuit and the Settlement. This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against the Defendant. You will receive no Alternative Cash Payment and no credit monitoring services under this Settlement.	October 20, 2023
<b>Objection Date</b>	Write to the Court, with a copy to Proposed Class Counsel, about any aspect of the Settlement you don't like or you don't think is fair, adequate, or reasonable. (If you object to any aspect of the Settlement, you must submit a written objection and that objection must be received by the Objection Date. Your objection must follow all the procedures stated in the body of this notice under "How Do I Object To the Settlement?")	October 20, 2023
<b>Go to a Hearing</b>	Speak in Court about the Settlement. (If you object to any aspect of the Settlement, you <b>must</b> submit a written objection by the Objection Deadline noted above. If you opt out of the Settlement, you cannot object.)	December 12, 2023
<b>Do Nothing</b>	You will not receive an Alternative Cash Payment or the free credit monitoring services. You will also have no right to sue later for the claims released by the Settlement.	

Questions? Visit [www.ETCHDataSettlement.com](http://www.ETCHDataSettlement.com) or call 1-833-747-6027

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- These rights and options—and the deadlines to exercise them—are further explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Cash payments will be sent to Settlement Class Members only if the Court approves the Settlement. If there are appeals, cash payments will not be sent until the appeals are resolved and the Settlement becomes effective. Please be patient.
- **Final Approval Hearing**  
On December 12, 2023, the Court will hold a hearing to determine: (1) whether the proposed Settlement should be approved as fair, reasonable, and adequate and should receive final approval; (2) whether Proposed Class Counsel’s application for an award of attorneys’ fees and expenses should be granted; and (3) whether Plaintiffs’ application for a service award payment should be granted.

The hearing will be held in the Anderson County Courthouse before Judge Ryan M. Spitzer at 100 N. Main Street, Suite 301, Clinton, TN 37716, and/or virtually. This hearing date and location may change without further notice to you. Consult the Settlement Website at [www.ETCHDataSettlement.com](http://www.ETCHDataSettlement.com) for updated information on the hearing date, location, and time.

### Important Dates

October 20, 2023	Objection Date
October 20, 2023	Opt-Out Date
December 12, 2023	Final Approval Hearing
February 17, 2024	Claim Submission Deadline

**LONG NOTICE**

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## LONG NOTICE

### 1. **How Do I Know If I Am Affected by the Settlement?**

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This case involves patient data stored by ETCH that was potentially exfiltrated by hackers in or around March 2022. Current and former patients whose data was compromised will be affected by the settlement. Specifically, members of the Settlement Class and the Minor Subclass, defined below, will be affected.

The Plaintiffs and Defendant will ask the Court to certify a Settlement Class defined as “all persons whose Private Information was compromised in the Data Breach and were sent a notice of the Data Breach from Defendant.”

“Private Information” (which includes both personally identifiable information (“PII”) and Protected Health Information (“PHI”)) shall include any combination of names, contact information, date of birth, medical record number, medical history information and Social Security numbers. All members of the Settlement Class that do not opt-out of the Settlement shall be referred to as Settlement Class Members.”

There shall also be a “Minor Subclass” which shall be defined as “all persons below the age of majority at the time of the Data Breach whose Private Information was compromised in the Data Breach and were sent a notice of the Data Breach from Defendant.”

The Settlement Class specifically excludes: (i) ETCH and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this Settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge.

If the Settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue.

### 2. **What Is the Lawsuit About?**

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Data security. In March 2022, cybercriminals were able to access the ETCH environment, encrypt certain servers, and potentially exfiltrate ETCH data files that contained highly sensitive current and former patient personal and health information. This event is referred to as the Data Breach.

The Lawsuit, initiated by Plaintiffs in or around early 2022, contends that Defendant stored its current and former patients’ personal data without proper data security. Because of this, the Lawsuit alleges, the cybercriminals were able to steal highly sensitive private information of tens of thousands of ETCH patients and misuse it. Defendant denies all allegations that its data security practices were improper or insufficient, or that its actions in any way led to the Data Breach. The Court has not determined whether Plaintiffs or Defendant are correct.

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### **3. Why Is There a Lawsuit?**

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Plaintiffs contend that Defendant was negligent when creating its data security practices, procedures, and protocols, and that this negligence allowed cybercriminals to access the personal data of hundreds of thousands of current and former ETCH patients. Plaintiffs also contend that Defendant was contractually obligated to provide security for the data it collected, and that, once Defendant collected the data, it had a fiduciary duty to its patients to protect the data. The Lawsuit seeks to recover, on behalf of all Settlement Class Members, monetary damages as a result of the alleged negligence, as well as a change in ETCH's data security practices moving forward. Defendant denies all of the allegations in the Lawsuit and contends that it has always provided proper and reasonable data security.

### **4. Why Is this Case Being Settled?**

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Plaintiffs filed the Lawsuit against Defendant on June 10, 2022, in the Circuit Court for Anderson County in the State of Tennessee.

Plaintiffs' Counsel conducted a thorough examination and investigation of the facts and law relating to the matters in the Lawsuit, which included extensive informal discovery, requesting and receiving documents from Defendant, examining Defendant's documents, and questioning Defendant regarding its documents.

On December 6, 2022, the Parties participated in an all-day mediation conducted by Daryl Fansler, a mediator well versed in data breach and privacy litigation.

Counsel for both Plaintiffs and Defendant determined that there is significant risk in continuing the litigation. Among the risks of continued litigation for Plaintiffs are the risks of failing to prove liability or restitution and damages on a class-wide or individual basis. In particular, there may be difficulties establishing: (1) Defendant's cybersecurity measures were inadequate to prevent the Data Breach, (2) that Defendant had a duty to Plaintiffs and the Settlement Class to provide such a high level of data security, (3) the amount of damages or restitution due to the Settlement Class or to any Settlement Class member, and (4) that common questions predominate over individual issues such that a Settlement Class may be certified. After considering the risks and costs of further litigation, the Parties have concluded that it is desirable that Plaintiffs' claims be settled and dismissed on the terms of the Settlement Agreement.

Plaintiffs and their counsel believe that the terms of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of the Settlement Class Members.

### **5. What Can I Get from this Settlement?**

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All Minor Subclass members will be automatically provided with a code to activate ten (10) years of Pango's Identity Defense Minor Service. Said codes will be live after the Effective Date of the Settlement Agreement, and Minor Subclass members will have a one-year enrollment period in which to enroll in this coverage. This will be the only settlement benefit offered to Minor Subclass members.

Questions? Visit [www.ETCHDataSettlement.com](http://www.ETCHDataSettlement.com) or call 1-833-747-6027

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All other Class Members are eligible to receive an **Alternative Cash Payment and free credit monitoring services**. To receive these benefits from the Settlement, **you must complete and return the Claim Form you received in the mail (which Claim Form is also available on the Settlement Website at [www.ETCHDataSettlement.com](http://www.ETCHDataSettlement.com))**.

There are a few kinds of settlement benefits available. You may receive:

**Up to \$500.00** in recovery of Out-of-Pocket Losses and/or Lost Time you have suffered as a result of the Data Breach. This money will be provided as reimbursement for the following types of losses:

- **Out of Pocket Losses.** You are eligible to receive reimbursement for money you paid to protect yourself after the Data Breach, such as unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the Short Notice of Data Breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. You must submit documentation supporting your claims. This may include receipts or other documentation not "self-prepared" by you that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support other submitted documentation.
- **Lost Time.** By filling out this Claim Form, you can attest to the amount of time you spent attempting to mitigate the effects of the Data Breach on your life. This can include, for example, time spent on the phone with banks, time spent dealing with replacement card issues or reversing fraudulent charges, time spent researching the Data Breach, time spent monitoring accounts, or time spent freezing your credit. You will be reimbursed for your time at \$15/hour for up to 5 hours. **You do not have to include documentation of your Lost Time. Instead, you can swear, under penalty of perjury, to the amount of time you spent.**

**Up to \$5,000.00** reimbursed for any proven extraordinary monetary loss resulting from fraud or identity theft that is fairly traceable to the Data Breach. This money will be provided as reimbursement for the following types of losses:

- **Extraordinary Losses.** You are eligible to receive reimbursement for extraordinary monetary losses resulting from fraud and/or identity theft fairly traceable to the Data Breach if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Breach; (iii) the loss occurred during a specified time period; (iv) the loss is not already covered by one or more of the examples of Out-of-Pocket Losses set out above;

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(v) and you made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance you paid to protect yourself after the Data Breach, such as money spent on a credit monitoring service.

**Free Credit Monitoring.** All Settlement Class Members may claim a free 3-year membership of one-bureau credit monitoring with at least \$1 million in fraud protection/identity theft insurance. To enroll in the Free Credit Monitoring, you must submit a valid Claim Form.

**Alternative Cash Payment.** All Settlement Class Members may, in lieu of the benefits outlined above, claim an Alternative Cash Payment of \$50 to be prorated according to the number of claims made by other Settlement Class Members. Any Settlement Class Member who elects to receive the Alternative Cash Payment will not be eligible to receive reimbursement for Out-of-Pocket Losses, Lost Time, Extraordinary Losses, or identity theft protection. Minor Subclass members are not eligible for this Alternative Cash Payment.

Cash payments amounts may be reduced *pro rata* (equally among Settlement Class Members) or increased *pro rata* depending on how many Settlement Class Members submit claims. Complete information about the Settlement and its benefits are available at [www.ETCHDataSettlement.com](http://www.ETCHDataSettlement.com).

Cash payments will be paid by check sent via first-class mail to the mailing address you provide on the Claim Form or by direct deposit into your bank account, or another form of electronic transfer (such as PayPal, Venmo, and Zelle). Instructions are provided on the Claim Form enclosed in this mailing and available on the Settlement Website at [www.ETCHDataSettlement.com](http://www.ETCHDataSettlement.com).

As described on the Claim Form, to participate in the Settlement, you can submit a claim for Lost Time, for Out-of-Pocket Losses and/or Extraordinary Losses, or both. Those who submit a claim for Out-of-Pocket and/or Extraordinary Losses are required to submit, in addition to the Claim Form, documentation demonstrating the losses they have suffered. Those who submit a claim for Lost Time are not required to provide documentation but must still fill out and submit a valid, signed Claim Form, and must attest under penalty of perjury, that the information contained therein is accurate. You may also choose to forego these types of payment and the free credit monitoring services by simply submitting a claim for an Alternative Cash Payment, as also described on the Claim Form.

Checks for approved claims shall be mailed and postmarked within thirty (30) days after the Court has granted final approval of the Settlement and the judgment has become Final, or within thirty (30) days of the date that the claim is approved, whichever is later.

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### 6. How do I make a claim?

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To make a claim for a cash payment or free credit monitoring services, you must fill out and submit the Claim Form. Claim Forms will be sent to you and are also available on the Settlement Website at [www.ETCHDataSettlement.com](http://www.ETCHDataSettlement.com). You can submit the Claim Form online, or you can mail it to the Claims Administrator at:

*Blank v. East Tennessee Children's Hospital*  
c/o Kroll Settlement Administration  
P.O. Box 225391  
New York, NY 10150-5391

Claim Forms must be submitted online or delivered to, and received by, the Claims Administrator by 11:59 p.m. Eastern Time on **February 17, 2024**.

### 7. When Do I Get My Benefits?

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The Court will decide whether to approve the Settlement at a Final Approval Hearing. That hearing is currently scheduled for **December 12, 2023 at 9:00 am** Eastern Time.

If the Court approves the Settlement and there are no appeals, then payments shall be mailed and postmarked within thirty (30) days after the Court has granted final approval of the Settlement and the judgment has become Final.

### 8. What Do the Plaintiffs and Class Counsel Get?

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To date, Proposed Class Counsel has not been compensated for any of their work on this case. As part of the Settlement, Proposed Class Counsel may apply to the Court for an award of up to one-third of the Settlement Fund, which is \$511,500.00 to pay their attorneys' fees and expenses.

In addition, the named Plaintiffs in this case may apply to the Court for a service award up to \$1,000 each. This payment is designed to compensate Plaintiffs for the time, effort, and risks they undertook in pursuing this litigation.

The Court will ultimately determine and approve the amount of attorneys' fees and expenses, as well as the amount of the service award, to be awarded to Plaintiffs and Plaintiffs' Counsel.

### 9. What Happens if I Do Not Opt Out of the Settlement?

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If you are a Settlement Class Member or Minor Subclass member and you do not opt out of the Settlement, you will be legally bound by all orders and judgments of the Court, and you will also be legally bound to the Releases of the claims in the Settlement. This means that in exchange for being a Settlement Class Member or Minor Subclass member and being eligible for the benefits of the Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against ETCH and/or any of the Released Parties that involves the same legal allegations as those resolved through this Settlement.

Questions? Visit [www.ETCHDataSettlement.com](http://www.ETCHDataSettlement.com) or call 1-833-747-6027

## LONG NOTICE

**You will not be responsible for directly paying any out-of-pocket costs or attorneys' fees concerning this case if you stay in the Settlement Class.** Rather, attorneys' fees and costs, if approved by the Court, will be paid by Defendant. Staying in the Settlement Class means that you give up the following legal claims, as set forth in the Settlement Agreement:

any and all past, present, and future claims and causes of action, including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 et seq., and all similar statutes in effect in any states in the United States; negligence; breach of contract; breach of implied contract; breach of fiduciary duty; unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning, arising out of, or activities stemming from the Data Breach. Released Claims shall not include the right of any Settlement Class Member, Proposed Class Counsel, or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class. Notwithstanding the foregoing, the Parties expressly agree and acknowledge that the Release negotiated herein shall not apply to any litigation or claim not related to or arising out of the Data Incident, or any such litigation or claims pending against ETCH.

### **10. How Do I Opt Out of the Settlement?**

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You can opt-out of the Settlement Class if you wish to retain the right to sue Defendant separately for the Released Claims. If you opt-out, you cannot file a claim or objection to the Settlement.

To opt-out, you must individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest your intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the date on which the Court enters a Preliminary Approval Order.

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### 11. Can I Object to the Settlement?

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You can ask the Court to deny approval of the Settlement by timely filing an objection with the Court. You can't ask the Court to change the terms of the Settlement or order a larger settlement benefit; the Court can only approve or disallow the Settlement as it is written. If the Court does not approve the Settlement, then cash payments will not be paid and the Lawsuit will continue.

You can also ask the Court to deny Proposed Class Counsel's request for attorneys' fees and expenses and the service awards. If the Court does not approve those payments, then Plaintiffs and/or Plaintiffs Counsel will not get paid.

You may 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 paying that attorney. If you want to raise an objection to the Settlement at the Final Approval Hearing, you must first submit that objection in writing to the Clerk of the Court as set forth below. **Your objection must be postmarked and received on or before the Objection Date.**

To be timely, written notice of your objection in the appropriate form must be filed with the Clerk of the Court no later than sixty (60) days after the date on which the Court enters a Preliminary Approval Order, and served concurrently therewith upon Proposed Settlement Class Counsel, J. Gerard Stranch, IV, Stranch Jennings & Garvey, PLLC, 223 Rosa L. Parks Avenue, Ste. 200, Nashville, TN 37203; and counsel for ETCH, Claudia McCarron and Amanda Harvey, Mullen Coughlin LLC, 426 W. Lancaster Avenue, Suite 200, Devon, PA 19333. Your objection must include (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Breach); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing, and; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation.

You can file a claim even if you object to the Settlement. If you want to receive benefits in the event that the Court approves the Settlement, then you must submit a Claim Form according to the instructions described above.

### 12. When Will the Court Make Its Decision on Whether to Approve the Settlement or Not?

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The Court will hold a hearing on **December 12, 2023** at 9:00 am Eastern Time in the Anderson County Courthouse in Courtroom 301 to consider whether to approve the Settlement. The hearing will be held in the Circuit Court for Anderson County, Tennessee before Judge Ryan M. Spitzer at 100 N. Main Street, Suite 301, Clinton, TN 37716 and may also be held virtually.

## LONG NOTICE

The hearing is open to the public. This hearing date and location may change without further notice to you. Consult the Settlement Website at [www.ETCHDataSettlement.com](http://www.ETCHDataSettlement.com) for updated information on the hearing date and time.

### 13. How Do I Get More Information?

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You can inspect many of the court documents connected with this case on the Settlement Website [www.ETCHDataSettlement.com](http://www.ETCHDataSettlement.com).

You can contact the Claims Administrator by calling toll-free 1-833-747-6027 or writing to the following:

*Blank v. East Tennessee Children's Hospital*  
c/o Kroll Settlement Administration  
P.O. Box 225391  
New York, NY 10150-5391

**PLEASE DO NOT CONTACT THE ATTORNEYS FOR EAST TENNESSEE CHILDREN'S HOSPITAL.**