

**If you were mailed a notice by Centerstone on or about  
October 22, 2020 regarding a Data Breach,  
you may be eligible for compensation and credit monitoring.**

*Para una notificación en Español, visitar [www.centerstonesettlement.com](http://www.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 of Centerstone’s employees’ email accounts in December 2019 (the “Data Breach”). The email accounts 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 identity theft monitoring 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	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you can get payment or receive Monitoring Services.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	You will not get any payment or 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.
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court with reasons why you do not agree with the Settlement.
<b>GO TO THE FINAL FAIRNESS HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing.
<b>DO NOTHING</b>	You will not get any payment from this Settlement and you will give up certain legal rights. Submitting a 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.centerstonesettlement.com](http://www.centerstonesettlement.com), or call 1-866-204-9286.
- The Court in charge of this case still has to decide whether to grant final approval to the Settlement. Payments will only be made after 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 *Kenney, et al. v. Centerstone of America, Inc., et al.*, Case No. 3:20-cv-01007 (the “Lawsuit”). The people who filed the Lawsuit are called the Plaintiffs and the entities they 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 such as: negligence, negligence *per se*, breach of implied contract, violation of the Tennessee Consumer Protection Act, intrusion upon seclusion/invasion of privacy, breach of confidence, and unjust enrichment. 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, Cody Kenney and Melissa Skinner) 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 Plaintiffs or Centerstone. Instead, the Plaintiffs negotiated a settlement with Centerstone that allows both Plaintiffs, 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. The Class Representatives and their 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 in approximately October 2020 regarding the Data Breach. Approximately 66,000 individuals were notified of the Data Breach.

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

Yes. Specifically excluded from the Settlement Class are: 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 Maximum Payout of \$1,500,000 which will include payments for claimed expense reimbursements by members of the Class, costs for claimed Identity Theft Monitoring Services, settlement administration costs, service awards to named Plaintiffs, and attorneys' 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 related documentation with the Claim Form.

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 information security enhancements since the Data Breach, and will commit to continuing security enhancements in each of years 2020, 2021, and 2022. 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 are attributable to 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 October 22, 2020 and May 7, 2021;
- reimbursement of up to four hours of documented lost time (at \$15 per hour) spent dealing with the Data Breach, e.g., 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 demonstrable form of disruption to medical care and treatment, but only if at least one full hour was spent, and only if the time can be documented with a sworn attestation 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 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 December 12, 2019 through and including August 21, 2021; (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 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.centerstonesettlement.com](http://www.centerstonesettlement.com).

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

The Identity Theft Monitoring Services offered by Centerstone will be provided to valid claimants for (a) 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 Defendant offered in connection with the consumer notice and (b) one additional year to those Class Members who elected to receive the initial one year of monitoring Defendant offered as part of the notice sent to consumers.

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.centerstonesettlement.com](http://www.centerstonesettlement.com), or you may request one by mail by calling 1-866-204-9286. Read the instructions carefully, fill out the Claim Form, and submit it online or mail it postmarked no later than **August 21, 2021** to:

Centerstone Settlement Administrator  
P.O. Box 43434  
Providence, RI 02940-3434

## **12. How will claims be decided?**

The Settlement Administrator has sole discretion to decide whether the information provided on a Claim Form is complete and valid. The Settlement Administrator may require additional information from any claimant. If the required information is not timely provided, the claim will be considered invalid and will not be paid.

## **13. When will I get my payment?**

The Court will hold a Final Fairness Hearing at **9:00 a.m.** on **August 9, 2021** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time, perhaps more than a year. 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.

### **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 **August 21, 2021**.

## **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 are described in Paragraphs 28 and 68-70 of the Settlement Agreement. You will be “releasing” Centerstone and all related people or entities as described in Section XII of the Settlement Agreement. The Settlement Agreement is available at [www.centerstonesettlement.com](http://www.centerstonesettlement.com).

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what this means, you can talk to the law firms 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, but 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 exclude yourself, do not submit a Claim Form to ask for a payment.

**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 *Kenney, et al. v. Centerstone of America, Inc., et al.*, Case No. 3:20-cv-01007. Your letter must also include your full name, current address, and signature. You must mail your exclusion request postmarked no later than July 22, 2021 to:

Centerstone Settlement Exclusions  
P.O. Box 43434  
Providence, RI 02940-3434

**THE LAWYERS REPRESENTING YOU**

**19. Do I have a lawyer in this case?**

Yes. The Court appointed David K. Lietz of Mason Lietz & Klinger LLP, 5101 Wisconsin Ave. NW, Suite 305, Washington, DC 20016, and Gary M. Klinger of Mason Lietz & Klinger LLP, 227 W. Monroe St., Suite 2100, Chicago, IL 60606 to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**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 \$410,000 (27 1/3% of the \$1,500,000 Maximum Payout). Class Counsel will also request approval of a service award of \$2,500 for each of the Class Representatives. If approved, these amounts, as well as the costs of notice and settlement administration, will be paid by Centerstone out of the Maximum Payout Under Settlement.

## 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 attorneys' fees claimed, or other aspects of the Settlement. You can give reasons 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 *Kenney, et al. v. Centerstone of America, Inc., et al.*, Case No. 3:20-cv-01007.

Your objection must include:

- (i) the name of the proceeding;
- (ii) the Settlement Class Member's 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 the Settlement Class Member (or his/her attorney) intends 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 **July 22, 2021**, and sent to

Centerstone Settlement Objections  
P.O. Box 43434  
Providence, RI 02940-3434

Any Settlement Class Member who does not send a timely and adequate objection in accordance with this section and Paragraph 56 of the Settlement Agreement may be deemed by the Court to have waived the right to object or to be heard at the Final Fairness 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 **9:00 a.m. on August 9, 2021**, in the United States District Court for the Middle District of Tennessee, 801 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 awards to the Class Representatives.

**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 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 compensation or Identity Theft Monitoring Services from this Settlement. If the Court approves the Settlement, 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 the 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 available in the Settlement Agreement, which is available at [www.centerstonesettlement.com](http://www.centerstonesettlement.com), or by writing to the Centerstone Settlement Administrator, P.O. Box 43434, Providence, RI 02940-3434.

**28. How do I get more information?**

Go to [www.centerstonesettlement.com](http://www.centerstonesettlement.com), call 1-866-204-9286, or write to the Centerstone Settlement Administrator, P.O. Box 43434, Providence, RI 02940-3434.

***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***