

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS, STATE OF MISSOURI

If you were notified by mail of the Data Incident impacting BJC Health System in 2020, you may be eligible for a class action settlement payment and credit monitoring services.

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

- A Settlement has been reached in a class action lawsuit about a data incident that occurred on March 6, 2020, which potentially exposed personally identifiable information (“PII”) and/or protected health information (“PHI”) of BJC patients and employees (the “Data Incident”).
- A phishing attack occurred on March 6, 2020, and this attack may have resulted in cyber-criminals accessing and obtaining the PII/PHI of BJC’s patients and employees through one or more BJC employee email accounts. Plaintiffs allege that the PII/PHI of patients and employees was potentially impacted in the Incident. The potentially compromised PII and PHI included name, date of birth, medical record or patient account number, and limited treatment and/or clinical information, such as diagnosis, medications, provider, type of treatment and treatment location. Subsequently, lawsuits were filed against BJC Health System d/b/a BJC Healthcare (“BJC”) and BJC Collaborative, LLC (the “Collaborative”), alleging that they did not take appropriate care to protect patients and employees from the Data Incident.
- The Settlement includes all persons to whom BJC sent notification that their personal information and/or protected health information may have been or was exposed to unauthorized third parties as a result of the Data Incident.
- The Settlement provides payments to people who submit valid claims for out-of-pocket expenses and lost time that were incurred and plausibly arose as a result of the Data Incident, and for other extraordinary unreimbursed monetary losses and lost time.
- The Settlement also includes two years of 1B credit monitoring and identity theft insurance through IDX. You must submit a claim to receive this benefit.

Your legal rights are affected even if you do nothing. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim	The only way to get a payment. You must submit a claim by December 14, 2022.
Ask to be Excluded	Get no payment. The only option that allows you to sue BJC and the Collaborative over the claims resolved by this Settlement. You must exclude yourself by August 16, 2022.
Object	Write to the Court about why you do not like the Settlement. You must object by August 16, 2022.
Do Nothing	Get no payment. Give up rights.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.

Questions? Call 1-866-742-4955 or visit www.bjcdataincident.com

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BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this notice because you have a right to know about the proposed Settlement in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

This matter involves two separate lawsuits, styled (1) *In Re BJC Healthcare Data Breach Litigation*, Case No. 2022-CC09492, in the Circuit Court of the City of St. Louis, Missouri, and (2) *Leaha Sweet and Bradley Dean Taylor v. BJC*, Case No. 20-CV-0947, in the U.S. District Court for the Southern District of Illinois. The persons who sued are called the Plaintiffs. BJC and the Collaborative are called the Defendants.

2. What is this lawsuit about?

The lawsuits claim that BJC and the Collaborative were responsible for the Data Incident and asserts claims such as: negligence, negligence *per se*, breach of implied contract, violation of the Missouri Merchandising Practices Act, unjust enrichment, invasion of privacy, breach of contract, violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, breach of the covenant of good faith and fair dealing, and vicarious liability. The lawsuits seek compensation for people who experienced unreimbursed, documented out-of-pocket expenses, fraudulent charges, and/or lost time spent dealing with the aftermath / clean-up of the Data Incident; or unreimbursed, documented extraordinary monetary losses as a result of the Data Incident.

BJC and the Collaborative deny all of the Plaintiffs’ claims and maintain they did not do anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Representative Plaintiffs” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class members.” In this case, the Representative Plaintiffs are Brian Lee Bauer, Tiffany Jew, Jessica Simpson, Leaha Sweet, and Bradley Dean Taylor. One Court resolves the issues for all Class members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will get compensation. The Representative Plaintiffs and their attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Class and its members. The Settlement does NOT mean that BJC and the Collaborative did anything wrong.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

You are included in the Settlement Class if you are a person to whom BJC sent notification that personal information and/or protected health information may have been or was exposed to unauthorized third parties as a result of the Data Incident occurring on March 6, 2020.

Specifically excluded from the Settlement Class are: (i) BJC and the Collaborative and BJC and the Collaborative's parents, subsidiaries, affiliates, officers and directors, and any entity in which BJC and the Collaborative has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the any of the parties in the lawsuit; (v) all judges assigned to hear any aspect of the lawsuits, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-866-742-4955 with questions or visit www.bjcdaincident.com. You may also write with questions to BJC Claims Administrator, c/o RG/2 Claims Administration LLC, PO Box 59479, Philadelphia, PA 19102-9479. Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement will provide payments to people who submit valid claims.

There are two types of general payments that are available:

- (1) Ordinary Expense Reimbursement (Question 8) and
- (2) Extraordinary Expense Reimbursement (Question 9).

You may submit a claim for either or both types of payments. You must also provide proof of your class membership in the form of either (1) the unique identifier provided in the notice you received by postcard or e-mail; or (2) name and physical address you provided to BJC for healthcare or employment related purposes.

If you provide a bill or payment card statement as part of required proof for any part of your claim, you may redact unrelated transactions and all but the first four and last four digits of any account number. In order to claim each type of payment, you must provide related documentation with the Claim Form, and the expense for which you are submitting a claim form cannot have been reimbursed through any other source.

The Settlement also includes two years of 1B credit monitoring and identity theft insurance through IDX for a period of 2 years from the effective date of the Settlement. You must submit a claim to obtain this credit monitoring service.

Finally, as part of the Settlement, BJC has agreed to implement and/or maintain certain data security measures. More details are provided in the Settlement Agreement, which is available at www.bjcdaincident.com.

8. What payments are available for Expense Reimbursement?

Class members are each eligible to receive reimbursement of up to \$250 (in total, per person) for the following categories of unreimbursed, documented out-of-pocket expenses resulting from the Data Incident:

- Cost to obtain credit reports;
- Fees relating to credit freezes;
- Card replacement fees;
- Late fees;
- Overlimit fees;
- Interest on payday loans taken as a result of the Data Incident;
- Other bank or credit card fees;
- Postage, mileage, and other incidental expenses resulting from lack of access to an existing account;
- Costs associated with credit monitoring or identity theft insurance if purchased primarily as a result of the Data Incident; and
- up to three (3) hours of unreimbursed attested lost time (at \$20 per hour) spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath / clean-up of the Data Incident (only if at least one full hour was spent and the Class member provides a description of the activities performed during the time claimed as reflected in the Claim Form.

9. What payments are available for Extraordinary Expense Reimbursement?

Class members who had other extraordinary unreimbursed fraudulent charges or out-of-pocket losses and/or lost time incurred as a result of, or in resolving issues and losses caused by, the Data Incident, are eligible to make a claim for reimbursement of up to \$5,000 per Class member. As part of the claim, the Class member must provide documentation plausibly supporting that:

- (1) it is an actual, documented, and unreimbursed monetary loss;
- (2) the loss was caused in material part by the Data Incident;
- (3) the loss occurred during the time period on or after March 6, 2020 through and including the end of the Claims Deadline;
- (4) the loss is not already covered by one or more of the categories in Question 8 or reimbursed through any other source; 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).

Class members who had documented extraordinary unreimbursed expenses may also make a claim for up to three (3) hours of unreimbursed attested lost time (at \$20 per hour) spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath / clean-up of the Data Incident (only if at least one full hour was spent and the Class member provides a description of the activities performed during the time claimed as reflected in the Claim Form).

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

HOW TO GET BENEFITS

10. How do I get benefits?

To ask for a payment or to sign up for credit monitoring, you must complete and submit a Claim Form. Claim Forms are available at www.bjcdaincident.com, or you may request one by mail by calling 1-866-742-4955. Read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **December 14, 2022** to:

BJC Claims Administrator
c/o RG/2 Claims Administration LLC
PO Box 59479
Philadelphia, PA 19102-9479

11. How will claims be decided?

The Claims Administrator will decide in their professional judgment whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the required information is not provided timely, the claim will be considered invalid and will not be paid.

REMAINING IN THE SETTLEMENT

12. 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 you must submit a Claim Form postmarked by **December 14, 2022**.

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

If the Settlement becomes final, you will give up your right to sue for the claims being resolved by this Settlement. The specific claims you are giving up are described in Section 13.cc of the Settlement Agreement. You will be “releasing” BJC and the Collaborative and all related people or entities as described in Section 13.dd of the Settlement Agreement. The Settlement Agreement is available at www.bjcdaincident.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firms listed in Question 17 for free or, you can, of course, talk to your own lawyer at your own expense if you have questions about what this means.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue BJC and the Collaborative about issues in this case, 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.

14. If I exclude myself, can I get a payment from this Settlement?

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

15. If I do not exclude myself, can I sue BJC and the Collaborative for the same thing later?

No. Unless you exclude yourself, you give up any right to sue 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.

16. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the Settlement in *In Re BJC Healthcare Data Breach Litigation*, Case No. 2022-CC09492, in the Circuit Court of the City of St. Louis, Missouri, and *Leaha Sweet and Bradley Dean Taylor v. BJC*, Case No. 20-CV-0947, in the U.S. District Court for the Southern District of Illinois. Include your name, address, and signature. You must mail your Exclusion Request postmarked by **August 16, 2022**, to:

BJC Settlement Exclusions
c/o RG/2 Claims Administration LLC
PO Box 59479
Philadelphia, PA 19102-9479

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Class Counsel”: Ben Barnow of Barnow and Associates, P.C., 205 West Randolph St., Ste. 1630, Chicago, IL 60606, (312) 621-2000; J. Gerard Stranch, IV of Branstetter, Stranch & Jennings PLLC, 223 Rosa L. Parks Avenue, Ste. 200, Nashville, TN 37203, (615) 254-8801; John F. Garvey of Carey Danis and Lowe, 8235 Forsyth Blvd, Ste. 1100, St. Louis, MO 63105, (314) 725-7700 (collectively, Lead Class Counsel and Missouri Class Counsel); and Troy Walton of Walton Telken, LLC, 241 N. Main

St., Edwardsville, IL 62025, (618) 312-1104; Kenneth J. Brennan and Tyler Schneider of TorHoerman Law, LLC, 210 S Main St., Edwardsville, IL 62025, (618)223-5657; and Aaron Zigler of Zigler Law Group, 308 Jefferson St., Ste. 333, Chicago, IL 60661, (312)535-5995 (collectively, Illinois 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.

18. How will the lawyers be paid?

Class Counsel will separately request the Court's approval of an award for attorneys' fees and reasonable costs and expenses of up to \$790,000 (to Missouri Class Counsel) and up to \$415,000 (to Illinois Class Counsel). Class Counsel will also request approval of an incentive award of \$2,000 for each of the Representative Plaintiffs. Any amount that the Court awards for attorneys' fees, costs, expenses, and an incentive award will be paid separately by BJC and will not reduce the amount of payments to Class members who submit valid claims.

OBJECTING TO THE SETTLEMENT

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

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

You can object to the Settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must **file** a written objection in this case, *In Re BJC Healthcare Data Breach Litigation*, Case No. 2022-CC09492, in the Circuit Court of the City of St. Louis, Missouri, with the Clerk of the Court at the address below.

Your objection must include all of the following:

- your full name, address, telephone number, and e-mail address (if any);
- information identifying you as a Settlement Class member, including proof that you are a member of the Settlement Class, which is described in response to Question 5;
- a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe is applicable;
- the identity of all counsel representing you, if any, in connection with your objection;
- a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing;
- your signature or the signature of your duly authorized attorney or other duly authorized representative;

To be timely, your objection must be **filed** with the Clerk of the Court for the City of St. Louis, Missouri no later than **August 16, 2022**.

In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than **August 16, 2022**:

Court	Class Counsel	BJC's Counsel
Clerk of Court Circuit Court of the City of St. Louis, Missouri. 10 N Tucker Blvd, St. Louis, MO 63101	Ben Barnow Barnow and Associates, P.C. 205 W. Randolph St. Ste. 1630 Chicago, IL 60606	Paul Karlsgodt BAKER & HOSTETLER LLP 1801 California Street Suite 4400 Denver, Colorado 80202

20. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement.

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

The Court will hold a Fairness Hearing at **9:00 a.m** on **September 6, 2022**, at the Circuit Court of the City of St. Louis, Missouri, 10 N Tucker Blvd, St. Louis, MO 63101, Division 19 (or by Zoom if the Court so orders). The hearing may be moved to a different date or time without additional notice, so it is a good idea to check **www.bjcdaincident.com** or call 1-866-742-4955. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for an incentive award for each of the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

22. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 19, the Court will consider it.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in Question 19, including all the information required therein. Your Objection must be **filed** with the Clerk of the Court for the Circuit Court of the City of St. Louis, Missouri by mailing it postmarked no later than **August 16, 2022**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel listed in Question 19, postmarked no later than **August 16, 2022**.

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, you will get no benefits from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against BJC and the Collaborative about the legal issues in this case, ever again.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at **www.bjcdaincident.com** . You may also write with questions to BJC Claims Administrator, c/o RG/2 Claims Administration LLC, PO Box 59479, Philadelphia, PA 19102-9479. You can also get a Claim Form at the website, or by calling the toll-free number, 1-866-742-4955.