

IN THE MERRIMACK COUNTY NEW HAMPSHIRE SUPERIOR COURT

If you were mailed a notice by The New London Hospital Association, Inc. regarding a data incident that occurred on or about July 30, 2020, you may be eligible for compensation and credit monitoring.

A state superior 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 New London Hospital Association, Inc. d/b/a New London Hospital and Newport Health Center (“New London Hospital”) for the potential compromise of private information of current and/or former patients of New London Hospital on or about July 30, 2020 (the “Data Incident”). The information involved in the Data Incident potentially included names and Social Security numbers relating to New London Hospital patients.

If you received notice of the class action, you may be included in this Settlement as a “Settlement Class Member.”

- The Settlement provides payments to people who submit valid claims for lost time, out-of-pocket expenses, statutory benefits, and/or charges that were incurred and plausibly arose from the Data Incident, and for other extraordinary unreimbursed monetary losses. The Settlement also provides for two years of credit monitoring services. Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you can get payment. DEADLINE: January 8, 2023
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will not get any payment from the Settlement, but you also will not release your claims against New London Hospital. This is the only option that allows you to be part of any other lawsuit against New London Hospital or related parties for the legal claims resolved by this Settlement. DEADLINE: December 7, 2022
OBJECT TO THE SETTLEMENT	Write to the Court with reasons why you do not agree with the Settlement. DEADLINE: December 7, 2022
GO TO THE FINAL FAIRNESS HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing.
DO NOTHING	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 under 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.NLHdatasettlement.com. 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.

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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 in charge of this case is New Hampshire's Merrimack County Superior Court. The case is styled as *Tom Steen, individually and on behalf of all others similarly situated, v. The New London Hospital Association, Inc., d/b/a New London Hospital and Newport Health Center* ("New London Hospital") Case No. 217-2021-CV-00281 (the "Lawsuit"). The person who filed the Lawsuit is called the Plaintiff, and the company they sued, New London Hospital, is called the Defendant.

2. What is this lawsuit about?

The Lawsuit claims that New London Hospital was responsible for the Data Incident and asserts claims such as: (1) negligence; (2) breach of implied contract; (3) unjust enrichment; (4) violation of the New Hampshire Consumer Protection Act ("NHCPA"); and (5) violation of New Hampshire Notice of Security Breach Act. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Incident. New London Hospital denies each and all of the claims and contentions alleged against it in the Lawsuit. New London Hospital denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit. New London Hospital denies that the New Hampshire Consumer Protection Act applies or creates liability on the part of New London Hospital, denies it breached any contract (express or implied), denies it has been unjustly enriched, and denies it violated any statutes.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Tom Steen) sue on behalf of people who have similar claims. Together, all these people are called a Class or Class Members. One Court and one judge – in this case, Judge Brian T. Tucker – resolves the issues for all Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or New London Hospital. Instead, the Plaintiff negotiated a settlement with New London Hospital that allows both Plaintiff and New London Hospital to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to obtain payment without further delay. The Class Representative and his attorneys think the Settlement is best for all Settlement Class Members. This Settlement does not mean that New London Hospital 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 previously received a notification from New London Hospital of the Data Incident.

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

Yes. Specifically excluded from the Settlement Class are: (i) New London Hospital and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge(s) assigned to evaluate the fairness of this settlement; and (iv) other persons excluded by the terms of the Settlement Agreement.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

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

There are two types of payments that are available: (1) Ordinary Loss Compensation (Question 8, below); and (2) Extraordinary Loss Compensation (Question 9, below). To claim each type of payment, you must provide the information and documentation called for by the Claim Form.

New London Hospital will also provide each Settlement Class Member with a code for two (2) years of three bureau (3B) credit monitoring service to be used after the court grants final approval to the settlement.

8. What payments are available for Ordinary Loss Compensation?

Class Members are eligible to receive compensation of up to \$500.00 (in total) for the following categories of out-of-pocket expenses and lost time resulting from the Data Incident:

- 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 July 30, 2020, through the date of preliminary approval; and miscellaneous expenses, such as notary, fax, postage, copying, mileage, and long-distance telephone charges;
- Reimbursement of up to five hours of lost time (at \$20 per hour) shown by the claimant, duly certified by the claimant, to have been spent dealing with issues related to the Data Incident to prevent, detect, contest, remediate, and/or repair related damages, *e.g.*, time spent dealing with obtaining credit reports, credit monitoring or other identity theft protection products, contacting credit reporting agencies, contacting public or private health insurers, contacting financial institutions, reviewing and monitoring financial accounts and credit reports for fraudulent or suspicious activity, or reversing fraudulent charges; and
- Statutory benefits of \$125.00 may be included in the total compensation of up to \$500.00 (in total).

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

9. What payments are available for Extraordinary Loss Compensation?

Class Members who had extraordinary unreimbursed monetary losses because of information potentially compromised as part of the Data Incident are eligible to make a claim for compensation of up to \$5,000. As part of the claim, the Class Member must show that: (1) the loss is an actual, documented, and unreimbursed monetary misuse or fraud loss; (2) the misuse or fraud loss was more likely than not caused by the Data Incident; (3) the misuse or fraud loss occurred during the time period from July 30, 2020 through and including the end of the applicable claims period; (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 but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

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

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

10. How do I get monetary benefits from the Settlement?

Monetary Benefits: To ask for a payment, you must complete and Submit a Claim Form. Claim Forms are available at www.NLHdatasettlement.com. Read the instructions carefully, fill out the Claim Form electronically, or mail it postmarked no later than January 8, 2023 to:

New London Hospital Settlement
c/o Claims Administrator
PO Box 59479
Philadelphia, PA 19102-9479

Credit Monitoring: After the Court has granted final approval of the Settlement. Settlement Class Members will have the opportunity to use the enrollment code included in the postcard notice that they can use to enroll in the three bureau (3B) credit monitoring services.

11. How will claims be decided?

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

If the claim is complete and the Claims Administrator denies the claim entirely or partially, the claimant will be provided an opportunity to have his or her claim reviewed by an impartial Claims Referee who has been appointed by the Court.

12. When will I get my payment?

The Court will hold a Final Fairness Hearing at 9:00 o'clock a.m. on January 27, 2023 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

13. 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 January 8, 2023.

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

If the Settlement becomes final, you will give up your right to sue New London Hospital for the claims being resolved by this Settlement. The specific claims you are giving up against New London Hospital are described in Section II.1.25 of the Settlement Agreement. You will be “releasing” New London Hospital and all related people or entities as described in Sections II.1.26 and XIII.13.3 of the Settlement Agreement. The Settlement Agreement is available at www.NLHdatasettlement.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 Settlement Class Counsel listed in Question 18 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 New London Hospital about issues in the Lawsuit, 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.

15. 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.

16. If I do not exclude myself, can I sue New London Hospital for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue New London Hospital 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.

17. 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 *Tom Steen, individually and on behalf of all others similarly situated, v. The New London Hospital Association*, Case No. 217-2021-CV-00281. Your letter must also include your full name, address, telephone number, and personal and original signature.

You must mail your exclusion request postmarked no later than December 7, 2022 to:

New London Hospital Settlement Exclusions
PO Box 59479
Philadelphia PA 19102-9479

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Gary M. Klinger, Milberg Coleman Bryson Phillips Grossman, PLLC, 227 W. Monroe Street, Suite 2100, Chicago, IL 60606; and David K. Lietz, Milberg Coleman Bryson Phillips Grossman, PLLC, 5335 Wisconsin Avenue NW, Suite 440, Washington, DC 20015 to represent you and other Settlement Class Members. These lawyers are called Settlement 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.

19. How will Settlement Class Counsel be paid?

If the Settlement is approved and becomes final, Settlement Class Counsel will ask the Court to award attorneys' fees and expenses in the total amount of \$300,000.00. Settlement Class Counsel will also request approval of a service award of \$1,000.00 for the Class Representative. If approved, these amounts, as well as the costs of notice and settlement administration, will be paid separately by New London Hospital.

OBJECTING TO THE SETTLEMENT

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

20. 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 it or a portion of it. 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 file with the Court and mail copies to Settlement Class Counsel and New London Hospital's Counsel a written notice stating that you object to the Settlement in *Tom Steen, individually and on behalf of all others similarly situated, v. The New London Hospital Association, Inc.*, Case No. 217-2021-CV-00281.

Your objection must include:

- 1) Your full name, address, telephone number, and e-mail address;
- 2) Information or proof showing you are a Settlement Class Member;
- 3) The reasons why you object to the Settlement, including any documents supporting your objection;
- 4) The name and address of your attorney, if you have retained one;
- 5) The name and address of any attorneys representing you that may appear at the Final Fairness Hearing;
- 6) A list of all persons who will be called to testify at the Final Fairness Hearing in support of your objection;

- 7) A statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing; and
- 8) Your signature or the signature of your attorney or other duly authorized representative (along with documentation illustrating representation).

Your objection must be filed with the Clerk of the Merrimack County Superior Court, 5 Court Street, Concord, New Hampshire 03301 no later than December 7, 2022. You must also mail copies of your objection to Settlement Class Counsel and New London Hospital's Counsel postmarked no later than December 7, 2022, at all of the addresses below.

SETTLEMENT CLASS COUNSEL	NEW LONDON HOSPITAL'S COUNSEL
<p>Gary M. Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606 847-208-4585 gklinger@milberg.com</p> <p>David K Lietz MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 5335 Wisconsin Avenue NW, Suite 440 Washington, DC 20015 866-252-0878 dlietz@milberg.com</p>	<p>Daniel M. Deschenes (# 14889) Owen R. Graham (# 266701) HINCKLEY, ALLEN & SNYDER LLP 650 Elm Street, Suite 500 Manchester, NH 03101 Phone: (603) 225-4334 ddeschenes@hinckleyallen.com ograham@hinckleyallen.com</p> <p>Mark A. Olthoff (<i>pro hac vice</i>) Brisa I.I. Wolfe (<i>pro hac vice</i>) POLSINELLI PC 900 W. 48th Place, Suite 900 Kansas City, MO 64112 Phone: (816) 753-1000 molthoff@polsinelli.com bwolfe@polsinelli.com</p> <p>John C. Cleary (<i>pro hac vice</i>) POLSINELLI PC 600 Third Avenue, 42nd Floor New York, NY 10016 Phone: (212) 413-2837 john.cleary@polsinelli.com</p>

21. 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.

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

The Court will hold a Final Fairness Hearing at 9:00 o'clock a.m. on January 27, 2023, in the Merrimack County Superior Court, 5 Court Street, Concord, New Hampshire 03301 ----- At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 20). The Court will also decide whether to approve fees and expenses requested by Settlement Class Counsel, and the service award requested for the Class Representative.

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

No. Settlement 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.

24. 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 20 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

25. What happens if I do nothing?

If you do nothing, you will not receive any benefits 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 New London Hospital or related parties about the issues involved in the Lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

26. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.NLHdatasettlement.com.

27. How do I get more information?

Go to www.NLHdatasettlement.com. You can also contact the Claims Administrator at NLHDataSettlement@rg2claims.com, or call 1.866.742.4955.

***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.***