

**RIVERPLACE COUNSELING CYBERSECURITY INCIDENT
CLASS ACTION SETTLEMENT**

TO: All individuals who were notified by Riverplace Counseling Center, Inc. (“Riverplace”) that their personal information may have been compromised in the cybersecurity incident initially disclosed by Riverplace in April 2019.

A class action settlement has been proposed in litigation against Riverplace relating to a cybersecurity incident that was disclosed on or about April 2019. The class action lawsuit alleges that in January 2019, Riverplace discovered that malware had been installed on its systems resulting in the potential exposure of sensitive personal and health related information of current and former patients. The lawsuit alleges that Riverplace wrongfully failed to safeguard its patient data. Riverplace denies any wrongdoing.

You are receiving this notice because you may be entitled to benefits from a class action settlement. **The easiest way to submit a claim under the settlement is online at riverplacelatabreachsettlement.com.**

Under the terms of the settlement, Riverplace has agreed to pay for the following forms of relief for valid claims that are timely submitted with supporting documentation, up to a maximum of \$300,000:

- **Reimbursement for Out-of-Pocket Losses**: Out-of-pocket losses incurred by Settlement Class Members that are fairly traceable to the cybersecurity incident, up to \$950 per individual (“out-of-pocket losses”).
- **Reimbursement for Time Spent**: Time spent by Settlement Class Members remedying issues related to the cybersecurity incident for up to two hours at \$20.00 per hour (“time spent”).
- **Identity Theft/ Credit Monitoring Services**: All Settlement Class Members are eligible to enroll in two years of credit monitoring services at no cost. These services include daily credit monitoring of your credit file, a \$1 million identity theft insurance policy, and additional features discussed below (“credit monitoring services”); or
- **Alternative Cash Reimbursement**: Instead of credit monitoring services, Settlement Class Members may elect to receive an alternative cash reimbursement of \$30 for identity theft/credit monitoring services they purchased from April 1, 2020 through February 18, 2021;
- **Business Practice Commitments**: Riverplace has agreed to implement and maintain additional technical safeguards related to data security including additional spam filters, firewalls and antivirus software, providing additional staff training on identifying unauthorized access, and implementing active server monitoring to safeguard against unusual activity or potential issues.

Questions? Call 1-800-636-5429 or visit www.riverplacelatabreachsettlement.com

The Court still must decide whether to approve the settlement. No payments will be made until after the Court grants final approval of the settlement and all appeals, if any, are resolved.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
File a claim for Out-of-Pocket Losses and Time Spent	You must submit a claim with supporting documentation in order to receive reimbursement for out-of-pocket losses and/or time spent.	January 13, 2022
File a claim for Credit Monitoring Services or an Alternative Cash Reimbursement	You must submit a claim in order to receive the credit monitoring services offered under the settlement or an alternative cash reimbursement. Supporting documentation is required for an alternative cash reimbursement.	January 13, 2022
Exclude yourself by filing “Opt-Out” notification	You can exclude yourself from the settlement by informing the Claims Administrator that you want to “opt-out” of the settlement. This is the only option that allows you to retain your rights to separately sue Riverplace for claims related to the cybersecurity incident. If you opt-out, you may not make a claim for benefits under the settlement.	December 14, 2021
Object or comment on the settlement	You may object to the settlement by writing to the Claims Administrator and explaining why you don’t think the settlement should be approved.	December 14, 2021
Do nothing	If you do nothing, you will receive no payment, no benefits under the settlement, and you will give up your rights to sue Riverplace separately for claims related to the cybersecurity incident.	No deadline

- 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 1-800-636-5429 or visit www.riverplacedatabreachsettlement.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.

Judge Jonathan N. Jasper of the Tenth Judicial District in Anoka County for the State of Minnesota is overseeing this case. The case is known as *Zimmerman v. Riverplace Counseling Center, Inc.*, Civil File No. 02-CV-19-6522.

2. What is this lawsuit about?

The lawsuit is a proposed class action lawsuit relating to a cybersecurity incident that was disclosed on or about April 2019. The lawsuit alleges that in January 2019, Riverplace discovered that malware had been installed on its systems resulting in the potential exposure of sensitive personal and health related information of current and former patients. The potentially-exposed information may include patient names, addresses, dates of birth, Social Security numbers, health insurance information, and treatment information.

The lawsuit alleges that Riverplace was responsible for the cybersecurity incident. The lawsuit seeks compensation for people who had out-of-pocket expenses, fraudulent charges or time spent dealing with fraudulent charges or card replacement issues as a result of the cybersecurity incident. Riverplace denies all allegations of wrongdoing.

3. Why is this lawsuit a class action?

In a class action, one or more people called a “Representative Plaintiff” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. If a class action case settles, Class Members may be referred to as Settlement Class Members.

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 benefits. The Representative Plaintiff and his attorneys believe the settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class Members. The settlement does NOT mean that Riverplace did anything wrong.

Questions? Call 1-800-636-5429 or visit www.riverplacedatabreachsettlement.com

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 were a patient of Riverplace who received notification that your personally identifiable information may have been potentially compromised during the cybersecurity incident.

Specifically excluded from the Settlement Class are: (i) Riverplace and its officers and directors; (ii) all Settlement Class Members who timely and validly submit an opt-out notification requesting exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) the attorneys representing the parties in the lawsuit.

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 1-800-636-5429 with questions or visit www.riverplacedatabreachsettlement.com. You may also write with questions to Riverplace Counseling, Cybersecurity Incident Settlement, P.O. Box 23369, Jacksonville, FL 32241 or email info@riverplacedatabreachsettlement.com. Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the settlement provide?

The settlement will provide benefits to people who submit valid and timely claims.

There are two types of benefits that are available:

- (1) Identity Theft/Credit Monitoring Protection or Alternative Cash Reimbursement (Question 8); and
- (2) Reimbursement for Out-of-Pocket Losses and Time Spent (Question 9).

You may submit a claim for either or both types of benefits. You must provide related documentation with the Claim Form.

Total reimbursement under this settlement is subject to an aggregate cap of \$300,000 for all claims. If claims exceed this aggregate cap, all payments will be reduced in a *pro rata* manner.

As part of the settlement, Riverplace has also committed to establish and maintain security enhancements for the protection of its patients' information.

8. What are the benefits for Identity Theft/Credit Monitoring Services?

The settlement provides a way to help protect yourself from unauthorized use of your personal information. Settlement Class Members may submit a claim to enroll in two years of Identity

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Guard Total Service credit monitoring services at no cost. These services include the following features:

- Credit monitoring providing notice of changes to your credit report;
- Identity restoration services to help you address credit and non-credit related fraud.
- Up to \$1 million in insurance coverage for certain costs relating to identity theft and unauthorized electronic fund transfers.
- If you submit a valid claim form and elect to enroll in credit monitoring services, you will receive enrollment instructions by mail or email after the settlement becomes final.

As an alternative to signing up for the two years of Identity Guard Total Service credit monitoring services, you can receive a cash payment of \$30 for reimbursement of any identity theft/credit monitoring services that you purchased from April 1, 2020 through February 18, 2021. You must submit documentation showing the date and amount of your purchase.

9. What payments are available for expense reimbursement/time spent?

Settlement Class Members are eligible to receive reimbursement of up to \$950 (in total) for out-of-pocket expenses resulting from the cybersecurity incident such as:

- late fees;
- over-limit or overdraft fees;
- charges for placing freezes on your credit;
- costs of obtaining credit reports;
- postage;
- mileage;
- incidental expenses resulting from lack of access to a payment card or account;
- costs over \$30 associated with obtaining credit monitoring and identity theft protection (if purchased between April 1, 2020 through February 18, 2021, with reasonable proof of purchase);
- reimbursement of up to two hours of documented lost time (at \$20 per hour) spent exclusively dealing with replacement card issues or in reversing fraudulent charges (only if at least one full hour was spent and if it can be documented with reasonable specificity).

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

HOW TO GET BENEFITS

10. How do I get benefits?

To make a claim under the settlement, you must complete and submit a Claim Form. Claim Forms are available at www.riverplacedatabreachsettlement.com, or you may request one by mail by calling 800-636-5429 or emailing info@riverplacedatabreachsettlement.com. Read the

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instructions carefully, fill out the Claim Form, and mail it postmarked no later than **January 13, 2022** to:

Riverplace Counseling
Cybersecurity Incident Settlement
PO Box 23369
Jacksonville, FL 32241

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 and documents from any Settlement Class Member. 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 their claim reviewed by an impartial Claim Referee.

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 benefits you must submit a Claim Form postmarked by **January 13, 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 Riverplace for the claims being resolved by this settlement, which include claims related to the cybersecurity incident. The specific claims you are giving up against Riverplace are described in Section VI of the Settlement Agreement. You will be “releasing” Riverplace and all related people or entities as described in Section VI of the Settlement Agreement. The Settlement Agreement is available at www.riverplacedatabreachsettlement.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 benefits from this settlement, but you want to keep the right to sue Riverplace about issues related to the cybersecurity incident, then you must take steps to be removed from the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

Questions? Call 1-800-636-5429 or visit www.riverplacedatabreachsettlement.com

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 Riverplace for the same thing later?

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

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 *Zimmerman v. Riverplace, Inc. et. al.*, Case No. 02-cv-19-6522. Include your name, address, and signature. You must mail your exclusion request postmarked by **December 14, 2021**, to:

Riverplace Counseling
Cybersecurity Incident Settlement
PO Box 23369
Jacksonville, FL 32241

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Class Counsel”: Kate M. Baxter-Kauf, Lockridge Grindal Nauen P.L.L.P, 100 Washington Avenue South, Suite 2200, Minneapolis, MN 55401 and Jean Martin of Morgan & Morgan Complex Litigation Group, 201 N. Franklin Street, 7th Floor, Tampa, Florida 33602.

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 request the Court’s approval of an award for attorneys’ fees and reasonable costs and expenses of \$150,000. Class Counsel will also request approval of service award of \$5,000 for the Representative Plaintiffs. Any amount that the Court awards for attorneys’ fees, costs, expenses, and an incentive award will be paid separately by Riverplace and will not reduce the amount of payments to Settlement Class Members who submit valid claims.

Questions? Call 1-800-636-5429 or visit www.riverplacedatabreachsettlement.com

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, *Zimmerman v. Riverplace, Inc. et. al.*, Case No. 02-cv-19-6522, 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 7;
- 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;
- the identity of all counsel representing you who will appear at the Final Settlement Approval Hearing;
- a list of all persons who will be called to testify at the Final Settlement Approval Hearing in support of the objection;
- a statement confirming whether you intend to personally appear and/or testify at the Final Settlement Approval Hearing;
- your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation);
- a list, by case name, court, and docket number, of all other cases in which you (directly or through counsel) have filed an objection to any proposed class action settlement within the last 3 years;
- a list, by case name, court, and docket number, of all other cases in which your counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last 3 years; and
- a list, by case name, court, and docket number, of all other cases in which you have been a named plaintiff in any class action or served as a lead plaintiff or representative plaintiff.

To be timely, your objection must be **postmarked** to the Clerk of the Court for the Anoka County District Court of the State of Minnesota no later than **December 14, 2021**.

In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than **December 14, 2021**:

Questions? Call 1-800-636-5429 or visit www.riverplacedatabreachsettlement.com

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Anoka County Courthouse Court Administration 2100 3rd Ave. Anoka, MN 55303-2489	Kate M. Baxter-Kauf Lockridge Grindal Nauen P.L.L.P 100 Washington Avenue South Suite 2200 Minneapolis, MN 55401	David Ross Wilson Elser LLP 1500 K Street, NW Suite 330 Washington, D.C. 20005

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 Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL SETTLEMENT APPROVAL 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 Final Settlement Approval Hearing at 9:00 a.m. on **March 11, 2022**, at the Anoka County Courthouse, 2100 3rd Ave., Anoka, MN 55303-2489. The hearing may be held virtually or may be moved to a different date or time without additional notice, so it is a good idea to check www.riverplacedatabreachsettlement.com or call 800-636-5429. 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 service awards for the Representative Plaintiffs. At or 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 Final Settlement Approval Hearing. To do so, you must file an objection according to the instructions in Question 19, including all the

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information required by items (v), (vi), and (vii). Your objection must be **filed** with the Clerk of the Court for the Anoka County District Court of the State of Minnesota no later than **December 14, 2021**. 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 **December 14, 2021**.

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 Riverplace 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.riverplacedatabreachsettlement.com. You may also write with questions to Riverplace Counseling, Cybersecurity Incident Settlement, P.O. Box 23369, Jacksonville, FL 32241, calling 800-636-5429 or email info@riverplacedatabreachsettlement.com. You can also get a Claim Form at the website, or by emailing info@riverplacedatabreachsettlement.com.

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