

IN THE COURT OF COMMON PLEAS
TRUMBULL COUNTY, OHIO

STATE OF OHIO, *ex rel.*
DAVE YOST,
ATTORNEY GENERAL

Plaintiff,

v.

CHS/COMMUNITY HEALTH SYSTEMS,
INC., a Delaware corporation, and
CHSPSC, LLC,
formerly COMMUNITY HEALTH
SYSTEMS PROFESSIONAL SERVICES
CORPORATION, a Delaware corporation,

Defendants.

CASE NO.: 2020 CV 01155

JUDGE: R. RICE

AGREED ENTRY AND
FINAL JUDGMENT ORDER

RECEIVED
ATTORNEY GENERAL OF OHIO

OCT 15 2020

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

Plaintiff, State of Ohio, acting by and through Attorney General Dave Yost ("Plaintiff"), has brought this action against CHS/Community Health Systems, Inc. (CHS/CHSI) and CHSPSC, LLC, formerly Community Health Systems Professional Services Corporation (CHSPSC) (hereinafter, also referred to as "Defendant" or collectively, "Defendants"), pursuant to the various provisions of Ohio's Consumer Sales Practices Act, R.C. 1345.01 *et seq.* The Parties have consented to the entry of this Agreed Entry and Final Judgment Order ("Order") for the purposes of settlement only, without any admission by any party, and without trial or adjudication of any issue of fact or law or finding by the court of wrongdoing or liability of any kind.

A. PARTIES

1. The State of Ohio, *ex rel.* Dave Yost, Attorney General ("Attorney General"), by and through his Consumer Protection Section is the Plaintiff in this case. The Attorney General

is charged with, among other things, the responsibility of enforcing the Consumer Sales Practices Act, R.C. 1345.01 *et seq.* ("Consumer Sales Practices Act") and the Health Insurance Portability and Accountability Act as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act, Pub. L. No. 111-5, 123 Stat. 226, 42 U.S.C. § 1320d-5(d) (HIPAA).

2. Defendant CHS/Community Health Systems, Inc. (CHS/CHSI) is a Delaware corporation with its principal place of business at 4000 Meridian Blvd., Franklin, TN 37067. It is the parent company of CHSPSC, LLC, and is a party to this Order by virtue of being a guarantor of CHSPSC's obligations herein.

3. Defendant CHSPSC, LLC, (CHSPSC) is a Delaware limited liability company that provides management and professional services to various hospitals and other healthcare providers affiliated with CHS/CHSI. CHSPSC employs the individuals and owns and controls the computer systems at issue in this Order. Its principal place of business is 4000 Meridian Blvd., Franklin, TN 37067.

B. BACKGROUND

4. The Attorneys General of the States and Commonwealths of Alaska, Arkansas, Connecticut, Florida, Illinois, Indiana, Iowa, Kentucky, Louisiana, Massachusetts, Michigan, Mississippi, Missouri, Nebraska, Nevada, New Jersey, North Carolina, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Washington, and West Virginia (collectively, the "Attorneys General," or the "States") conducted an investigation of the data breach which Defendants disclosed in August 2014 (the Data Breach) pursuant to the authority of their respective State Consumer Protection Acts and/or where applicable, Personal Information Protection Acts and their authority under the Health Insurance Portability and

Accountability Act as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act, Pub. L. No. 111-5, 123 Stat. 226, 42 U.S.C. § 1320d-5(d) (HIPAA). Defendants are entering into an Agreed Judgment or Order with each of the States and each State's judgment or order incorporates the substantive terms included herein. To the extent there are differences, those differences are related to and/or arise from the requirements of local rules and state laws.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

C. STIPULATIONS

5. Plaintiff and Defendants agree to and do not contest the entry of this Order.
6. At all times relevant to this matter, Defendant CHSPSC engaged in trade and commerce affecting consumers in the States.
7. Defendant CHSPSC is a Business Associate and therefore is subject to the requirements of HIPAA and its Rules. CHSPSC is also subject to the States' consumer protection laws and may also be subject to certain state Personal Information Protection laws (see Appendix A).
8. Defendant CHS/CHSI consents to jurisdiction and venue only for purposes of entry of this Order as well as for the purpose of any subsequent action to enforce it. It does not consent to jurisdiction for any other purpose.

D. JURISDICTION

9. The Court finds it has jurisdiction over CHS/CHSI for purposes of entry of this Order as well as for the purpose of any subsequent action to enforce it.
10. The Court finds that it has jurisdiction over the subject matter and over the Parties for the purpose of entering and enforcing this Order. Further, the Court retains jurisdiction for

the purpose of enabling the Parties to later apply to the Court for such further orders and relief as may be necessary for the construction, enforcement, execution or satisfaction of this Order.

E. DEFINITIONS

11. “Consumer Protection Acts” refers to the relevant state laws of the Participating States as cited in Appendix A.

12. “Business Associate” shall be defined in accordance with 45 C.F.R. § 160.103 and refers to a person or entity that provides certain services for or performs functions on behalf of “Covered Entities,” and requires access to Protected Health Information to provide such services or perform such functions.

13. “Covered Entity” or “Covered Entities” shall be defined in accordance with 45 C.F.R. § 160.103 and is a health care clearinghouse, health plan, or health care provider that transmits health information in electronic form in connection with a transaction for which the United States Department of Health and Human Services has adopted standards.

14. “Effective Date” shall be October 23, 2020.

15. “Encrypt” or “Encryption” shall mean to render unreadable, indecipherable, or unusable to an unauthorized person through a security technology or methodology accepted generally in the field of information security

16. “HIPAA Privacy Rule” shall refer to the HIPAA Regulations that establish national standards to safeguard individuals’ medical records and other Protected Health Information as defined at 45 C.F.R. Parts 160 and subparts A and E of Part 164.

17. “HIPAA Security Rule” shall refer to the HIPAA regulations that establish national standards to safeguard individuals’ Electronic Protected Health Information as defined at 45 C.F.R. Parts 160 and subparts A and C of Part 164.

18. "Minimum Necessary Standard" shall refer to the requirements of the Privacy Rule as defined in 45 C.F.R. §§ 164.502(b) and 164.514(d).

19. "Personal Information" or "PI" shall have the same definition as "Personal Information" as set forth in the Personal Information Protection Acts of the Participating States.

20. "Protected Health Information" or "PHI" is defined in accordance with 45 C.F.R. § 160.103.

21. "Personal Information Protection Acts" refers to the state laws of the Participating States as cited in Appendix B.

22. "Security Event" refers to any compromise, or threat that gives rise to a reasonable likelihood of compromise, by unauthorized access or inadvertent disclosure impacting the confidentiality, integrity, or availability of Personal Information or Protected Health Information of at least 500 United States consumers held or stored within Defendants' computer network, including but not limited to a Breach as defined in HIPAA at 45 CFR § 164.402 or the States' Personal Information Protection Acts. For purposes of this definition, "availability" shall not include an intentional limitation on the availability of Personal Information or Protected Health Information, such as for purposes of performing maintenance on Defendants' computer network, nor shall "availability" include circumstances where the information is available from other sources, including backup media.

23. "States" or "Participating States" refers to the following: Alaska, Arkansas, Connecticut, Florida, Illinois, Indiana, Iowa, Kentucky, Louisiana, Massachusetts, Michigan, Mississippi, Missouri, Nebraska, Nevada, New Jersey, North Carolina, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Washington, and West Virginia

24. "Third-Party Assessor" refers to an individual qualified as a Certified Information Systems Auditor or as a Certified Information Systems Security Professional who has at least five (5) years of experience evaluating the effectiveness of information system security or computer networks of Covered Entities.

F. INJUNCTIVE RELIEF

Now therefore, on the basis of these findings and stipulations, the relief in paragraphs 25 through 45 below is ordered:

Compliance with State and Federal Laws

25. Defendant CHSPSC shall comply with the Consumer Protection Acts, the Personal Information Protection Acts, and the HIPAA Privacy and Security Rules, to the extent they each are applicable to the Defendant, in connection with their collection, maintenance, and safeguarding of Personal Information and Protected Health Information from any future breach of security involving the unauthorized disclosure of PI or PHI.

Information Security Program

26. Defendant CHSPSC shall develop, implement, and maintain a written information security program ("Information Security Program" or "Program") that is reasonably designed to protect the security, integrity, and confidentiality of PI and PHI that they collect, store, transmit, and/or maintain. At a minimum, the Program shall include the information security requirements in (a) through (f) below.

a. The Program must be documented, in writing, and must contain administrative, technical, and physical safeguards appropriate to (i) the size and complexity of Defendants' and Defendants' affiliates' operations; (ii) the nature and scope of Defendants' and

Defendants' affiliates' activities; and (iii) the sensitivity of the PI and PHI that Defendant CHSPSC collects, stores, transmits, and/or maintains.

b. The Program shall permit users access to PI and PHI only to the extent necessary for each user to perform job functions and assignments.

c. Defendant CHSPSC shall employ an executive or officer whose full-time responsibility will be to implement, maintain, and monitor the Program (hereinafter referred to as the Chief Information Security Officer or CISO). The CISO shall have appropriate training, expertise, and experience in the field of information security appropriate to oversee the Program and further, will be charged with regular and direct reporting to the Board of Directors and Chief Financial Officer of Community Health Systems, Inc. regarding the status of the Program, the security risks faced by Defendant and Defendant's affiliates, resources required for implementation of the Program, and the security implications of Defendant's business decisions. At a minimum, the CISO shall provide a report to the Board on an annual basis and to the Chief Financial Officer on a quarterly basis.

d. Within 110 days of the Effective date, Defendant CHSPSC shall, as part of the Program, develop a documented written incident response plan to prepare for and respond to any future Security Events. At a minimum, this plan shall provide for the following phases of a response: Preparation; Detection and Analysis; Containment; Notification and Coordination with Law Enforcement and Regulators; Recovery; Consumer Notification and Remediation; and Post-Incident Analysis.

e. Defendant CHSPSC shall, as part of the Program, develop a patch management policy to address requirements for the application of security updates or security patches in a reasonable fashion and time frame, taking into account the severity of any

vulnerability for which the update or patch has been released to address and the severity of the issue as reasonably determined by its CISO in the context of its overall network, any relevant compensating controls, and its ongoing business operations. The CISO's risk assessment should, at a minimum, include the identification of internal and external risks to the security that could result from the failure to timely apply security updates or patches, and an assessment of the safeguards in place to control these risks.

f. Defendant CHSPSC shall, as part of the Program, incorporate security awareness and privacy training for all personnel who have access to PI or PHI on proper compliance with Defendant's and its affiliates' approved policies and procedures. Training provided to personnel must be appropriate to job responsibilities and functions, and after the initial training, must be provided to personnel on at least an annual basis. Each employee who completes training shall certify, in writing or electronically, that he or she has completed the required training and include the date upon which such training was completed.

27. Defendants may satisfy the requirements to implement and maintain the Program, including the written incident response plan and the "Specific Information Security Requirements" noted below, through review, maintenance, and as necessary, updating of CHSPSC's existing information security program and related safeguards, provided that such program and safeguards meet the requirements of this Order. Additionally, Defendants' agreement to undertake any obligations related to developing, fully implementing, and/or maintaining the Program is not intended as an admission of any liability or wrongdoing, or as evidence that either Defendants' existing information security program, including its written incident response plan, did not already meet or exceed the requirements of the Information

Security Program and/or the Specific Information Security Requirements as set forth in this Order.

28. Defendant CHSPSC shall provide the resources and support necessary to fully implement the Program so that it functions as required and intended by this Order.

Specific Information Security Requirements

Policy of Minimum Necessary Access

29. Defendant CHSPSC shall collect and/or maintain PI and PHI only to the extent necessary to accomplish its intended purpose and to fulfill its regulatory, legal, and contractual obligations. In accordance with the Minimum Necessary Standard requirements of the Privacy Rule, Defendant shall limit unnecessary or inappropriate access to and disclosure of PI and PHI.

Access Controls

30. Defendant CHSPSC shall implement and maintain appropriate policies and controls to manage and limit access to, and use of, all accounts with access to PI or PHI, including individual accounts, administrator accounts, service accounts, and vendor accounts. Defendant's policies shall incorporate access rights based upon least privileged access that is granted only as absolutely necessary and required to perform routine, authorized activities.

Password Management

31. Defendant CHSPSC shall implement and maintain password policies and practices to manage access to, and use of, Defendant's and Defendant's affiliates' individual accounts, service accounts, and vendor accounts, including requiring strong and complex passwords and password rotation and prohibiting the use of default, group, shared or generic passwords. Further, passwords shall not be saved in plaintext.

Privileged Account Management

32. Defendant CHSPSC shall implement and maintain reasonable controls to secure the use of privileged credentials, such as through a Privileged Access Management tool, and shall require administrators to use multi-factor authentication or reasonably equivalent technology to gain access to credentials. Defendant shall also adopt a reasonable and risk-based approach requiring multi-factor authentication for remote access to Defendant's and Defendant's affiliates' networks that store, transmit, or permit access to PI or PHI.

Encryption

33. Defendant CHSPSC shall develop and maintain policies and procedures to encrypt PI and PHI at rest and in transit as reasonable and appropriate, and in accordance with applicable law. If Defendant CHSPSC uses File Transfer Protocol (FTP) to transmit PHI, it must utilize a secure and HIPAA-compliant FTP server for such activity. Provided, however, that any decision to transmit or store unencrypted PI or PHI shall be approved by the CISO, who shall conduct an appropriate risk assessment. Such a risk assessment shall include, at a minimum:

- a. The identification of internal and external risks to the security, confidentiality, or integrity of PI and PHI that could result in the unauthorized disclosure, misuse, loss, alteration, destruction, or other compromise of such information if it is transmitted or stored without being encrypted;
- b. An assessment of the safeguards in place to control these risks;
- c. Documentation of any decision to transmit or store unencrypted PI or PHI and the approval of the CISO.

Annual Risk Assessment

34. Defendant CHSPSC shall obtain an annual risk assessment performed by a qualified outside third party and such assessment must at a minimum include:

- a. The identification of internal and external risks to the security, confidentiality, or integrity of PI and PHI that could result in the unauthorized disclosure, misuse, loss, alteration, destruction, or other compromise of such information;
- b. An assessment of the safeguards in place to control these risks;
- c. The evaluation and adjustment of the Program considering the results of the assessment, including the implementation of reasonable safeguards to control these risks; and
- d. Documentation of safeguards implemented in response to such annual risk assessments.

Penetration Testing

35. Defendant CHSPSC shall implement and maintain a risk-based penetration testing program reasonably designed to identify, assess, and remediate potential security vulnerabilities within its network. Such testing shall occur on at least a biannual basis and shall include penetration testing of Defendant's internal and external network defenses. Further, Defendant CHSPSC shall review the results of these tests, take reasonable steps to remediate any critical findings revealed by such testing, and document their decision-making regarding such remediation.

Email Filtering and Phishing Solutions

36. Defendant CHSPSC shall implement and maintain email protection and filtering solutions, including protection against email SPAM and phishing attacks, for its employees, agents and affiliates.

Intrusion Detection and Data Loss Protection

37. Defendant CHSPSC shall implement and maintain an intrusion detection solution and data loss prevention technology to detect unauthorized access to its network and prevent unauthorized exfiltration of its data and must configure its systems to block FTP uploads or transmissions which contain PI or PHI.

Endpoint Detection

38. Defendant CHSPSC shall implement and maintain controls designed to provide real-time notification of anomalous activity and malicious system modifications within their network.

Logging

39. Defendant CHSPSC shall implement and maintain an appropriate system to collect and maintain logs and monitor network activity, such as through the use of a security information and event management (SIEM) tool, and shall further ensure that such tools are properly configured, regularly updated, and maintained to ensure that Security Events are timely reviewed and that appropriate follow-up and remediation steps are taken with respect to any Security Event. Defendant CHSPSC shall further ensure that logs are protected from unauthorized access, destruction, and/or deletion.

Whitelisting

40. Defendant CHSPSC shall implement and maintain controls designed to block and/or prevent the execution of unauthorized applications on its network and to identify those applications which are permitted (whitelisted) within its network, to the extent such application whitelisting is reasonable and feasible pursuant to technical and/or financial limitations.

Business Associates

41. Defendant CHSPSC shall implement and maintain written policies and procedures related to Business Associates which at a minimum:

a. Designate one or more individual(s) who are responsible for ensuring that Defendant enters into a Business Associate agreement with each of its Business Associates, as defined by the HIPAA Rules, prior to disclosing PI or PHI to the Business Associate;

b. Assess Defendant's current and future business relationships to determine whether the relationship involves a Business Associate, as defined by the HIPAA Rules (this includes, but is not limited to, Defendant's agents and affiliates);

c. Implement and maintain a process for negotiating and entering into Business Associate agreements with Business Associates prior to disclosing PI or PHI to the Business Associates;

d. Implement and maintain risk-based policies and procedures for auditing Business Associate compliance with the terms of the Business Associate agreement;

e. Implement and maintain policies and procedures which limit disclosures of PI and PHI to the minimum amount that is reasonably necessary for Business Associates to perform their duties; and

f. Implement and maintain policies and procedures which retain documentation of a Business Associate agreement for at least six (6) years beyond the date that the Business Associate relationship is terminated.

Electronic Storage Media Policy

42. Defendant CHSPSC shall implement and maintain policies and procedures related to the use of hardware and electronic media that may be used to access, store, download, or

transmit PI or PHI. Media may include, but are not limited to: servers, desktop computers, laptop computers, centrally managed storage media devices, tablets, mobile phones, USB drives, external hard drives, DVDs and CDs. This includes but is not limited to, employee personal devices and media able to obtain authorized access to Defendant's electronic ePHI systems (commonly referred to as "Bring Your Own Device").

Information Security Program Assessment

43. Within 120 days of the Effective Date and annually for 3 years thereafter, Defendant CHSPSC shall obtain an assessment of its Program pertaining to the collection, storage, maintenance, transmission, and disposal of PI and PHI from a Third-Party Assessor.

44. The Third-Party Assessor shall prepare a report of findings ("Report") and such report must include an assessment of Defendant's compliance with each of the requirements of this Order; an assessment of Defendant's response to any Security Events which may have occurred since the Effective Date; and documentation of the basis of the Report.

45. Each report shall be provided to the Connecticut Attorney General no later than fifteen (15) days after its completion. Defendant may submit a separate letter with the Report documenting its responses to its findings. The Connecticut Attorney General's office shall, to the extent permitted by state law, treat each report and letter (if submitted) as exempt from disclosure as applicable under the relevant public records laws of its state, provided that the Connecticut Attorney General may provide a copy of each report and letter to any of the Participating States which request the report. Each Participating State requesting the report shall, to the extent permitted by its State's law, treat such report and letter as exempt from disclosure as applicable under the relevant public records laws of the requesting State.

G. PAYMENT TO THE STATES

46. Within thirty (30) days of the Effective Date, Defendant CHSPSC shall pay Five Million Dollars (\$5,000,000.00) to the Attorneys General, to be distributed to each Participating State as agreed by the Attorneys General. The money received by the Attorneys General pursuant to this paragraph may be used by each Participating State for purposes that may include, but are not limited to, attorney's fees and other costs of investigation and litigation, or be placed in, or applied to, any consumer protection law enforcement fund, including consumer protection or privacy enforcement, consumer education, litigation or local consumer aid fund, or for such other uses permitted by state law, at the sole discretion of the state's Attorney General. If the Court has not entered this Order by its Effective Date, Defendants shall make the payment within twenty (20) days of the Effective Date or within fourteen (14) days of the entry of judgement, whichever is later. The payment to Plaintiff under this Order shall be \$162,939.76.

H. RELEASE

47. Following full payment of the amounts due by Defendant CHSPSC under this Order, the Attorney General shall release and discharge Defendants and their affiliates from any and all civil claims that the Attorney General could have brought that are related to and/or arising from the Data Breach, including but not limited to, any claims under the Consumer Protection Act, Personal Information Act, and HIPAA. Nothing contained in this paragraph shall be construed to limit the ability of the Attorney General to enforce the obligations that Defendants, their officers, subsidiaries, affiliates, agents, representatives, employees, successors, and assigns have under this Order.

I. NOTICES

48. Unless otherwise provided, any notices or documents required to be sent to the Parties pursuant to this Order shall be sent to the following address via first class and electronic mail (unless after the Effective Date, a different address is communicated in writing by the party requesting the change of address):

For the Attorney General:

Ohio Attorney General's Office
Consumer Protection Section
Attn: Melissa S. Smith
30 East Broad Street, 14th Floor
Columbus Ohio 43215
Melissa.S.Smith@OhioAttorneyGeneral.gov

For Defendants:

Justin Pitt
Senior Vice President and Chief Litigation Counsel
CHSPSC, LLC
4000 Meridian Blvd.
Franklin, TN 37067
Email on File

J. GENERAL PROVISIONS

49. The terms of this Order are not intended to be construed as an admission or concession or evidence of liability or wrongdoing on the part of Defendants or their affiliates. More specifically, Defendants' agreement to undertake any obligations, including the obligations set forth in paragraphs 25 – 45 described in this Order, is not intended to be construed as an admission of liability or wrongdoing of any kind, nor as evidence that Defendants' existing information security program, including its written incident response plan, did not already meet or exceed the requirements of the Information Security Program and/or the Specific Information Security Requirements as set forth in this Order.

50. Acceptance and entry of this Order is not an approval of any of Defendants' advertising or business practices.

51. Defendants will not participate in any activity to form a separate entity for the purpose of engaging in acts or practices prohibited by this Order or for any other purpose that would circumvent this Order.

52. Nothing in this Order shall be construed to limit the authority of the State to protect the interests of the State or its citizens, or to enforce any laws, regulations, or rules against Defendants.

53. This Order does not affect any private right of action that any consumer, person, entity, or federal, state, or local governmental entity may have against Defendants.

54. Nothing in this Order waives or affects any claims of sovereign immunity by the State.

55. Defendants expressly waive any rights, remedies, appeals, or other interests related to a jury trial or any related or derivative rights under the [State] or United States Constitutions or other laws as to this Order.

56. This Court must approve all modifications to this Order.

57. If any provision of this Order shall be held unenforceable, the Order shall be construed as if such provision did not exist.

58. This Order may be executed in counterparts that, together, will constitute one whole document.

59. Within 30 days of this Order's entry, Defendants shall provide a copy of this Order to each of their officers and directors, owners, employees, and applicable agents. Once

provided, Defendants shall, within 45 days of this Order's entry, provide a certification under oath to the State that affirms compliance with this paragraph.

60. All costs associated with this action and Order shall be borne by Defendants, and no costs shall be taxed to the State.

61. This Order sets forth the entire agreement between the parties.

SO ORDERED, ADJUDGED AND DECREED.


Judge

10-14-2020
Date

APPROVED AND AGREED TO BY:

PLAINTIFF

Dave Yost
Attorney General of the State of Ohio

By: /s/ Michael S. Ziegler
Michael S. Ziegler (0042206)
Principal Assistant Attorney General
Attorney for Plaintiff State of Ohio,
ex rel. Dave Yost Attorney General
Office of the Ohio Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
614/466-3980
866/404-4121 (facsimile)
Michael.Ziegler@OhioAttorneyGeneral.gov

By: /s/ Melissa S. Smith
Melissa Szozda Smith (0083551)
Assistant Section Chief
Attorney for Plaintiff State of Ohio,
ex rel. Dave Yost Attorney General
Office of the Ohio Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
614/466-6112
866/521-9921 (facsimile)
Melissa.S.Smith@OhioAttorneyGeneral.gov

Date: October 8, 2020

DEFENDANTS

**CHS/Community Health Systems, Inc., (CHS/CHSI) and CHSPSC, LLC, formerly
Community Health Systems Professional Services Corporation (CHSPSC)**

By: /s/ Justin Pitt, per written authorization, by Michael S. Ziegler
Justin Pitt
Senior Vice President and Chief Legal Counsel
CHSPSC, LLC

Date: September 22, 2020

ATTORNEYS FOR DEFENDANTS:

**CHS/Community Health Systems, Inc., (CHS/CHSI) and CHSPSC, LLC, formerly
Community Health Systems Professional Services Corporation (CHSPSC)**

By: /s/ Eric A. Packel, per written authorization, by Michael S. Ziegler

Theodore J. Kobus, III
Baker & Hostetler, LLP
45 Rockefeller Plaza, 14th Floor
New York, NY 10111
Tel: (212) 589-4200
Fax: (212) 589-4201

Eric A. Packel
Baker & Hostetler, LLP
Cira Centre, 12th Floor
2929 Arch Street
Philadelphia, PA 19104
Tel: (215) 564-3031
Fax: (215) 566-3439

Date: September 23, 2020

Approved as to form:

ATTORNEY FOR DEFENDANTS:

**CHS/Community Health Systems, Inc., (CHS/CHSI) and CHSPSC, LLC, formerly
Community Health Systems Professional Services Corporation (CHSPSC)**

By: /s/ Patrick Haggerty, per written authorization, by Michael S. Ziegler
Patrick H. Haggerty (0075715)
Baker & Hostetler, LLP
312 Walnut Street
Suite 3200
Cincinnati, OH 45202-4074
Tel: (513) 929-3400
Fax: (513) 929-0303
phaggerty@bakerlaw.com

Date: September 23, 2020

Appendix A

STATE	UDAP/DTPA AUTHORITY
Alaska	Unfair Trade Practices Act, AS 45.50.471 <i>et seq.</i>
Arkansas	Arkansas Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101, <i>et seq.</i>
Connecticut	Connecticut's Unfair Trade Practices Act ("CUTPA"), General Statutes § 42-110b <i>et seq.</i>
Florida	Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2019)
Illinois	Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, <i>et seq.</i>
Indiana	Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5 ("DCSA")
Iowa	Iowa Consumer Fraud Act, Iowa Code § 714.16
Kentucky	Kentucky Consumer Protection Act, KRS 367.110 to .300 and KRS 367.990
Louisiana	Unfair Trade Practices and Consumer Protection Law, La. R.S. 51:1401 <i>et seq.</i>
Massachusetts	Massachusetts Consumer Protection Act, G.L. c. 93A
Michigan	Michigan Consumer Protection Act, MCL 445.901, <i>et seq.</i>
Mississippi	Mississippi Consumer Protection Act, Miss. Code Ann. § 75-24-1 <i>et seq.</i>
Missouri	Missouri Merchandising Practices Act, Chapter 407, RSMo
Nebraska	Consumer Protection Act, Neb. Rev. Stat. § 59-1601 <i>et seq.</i> ; Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301 <i>et seq.</i>
Nevada	Nevada Deceptive Trade Practices Act; Nev. Rev. Stat. §§ 598.0903, <i>et seq.</i>
New Jersey	New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -226.
North Carolina	North Carolina Unfair and Deceptive Trade Practices Act, N.C. G. S. §§ 75-1.1, <i>et seq.</i>
Ohio	Ohio Consumer Sales Practices Act, R.C. 1345.01 <i>et seq.</i>

Appendix A

Oregon	Oregon Unlawful Trade Practices Act, ORS 646.605 <i>et seq.</i>
Pennsylvania	Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1 <i>et seq.</i>
Rhode Island	Deceptive Trade Practices Act, R.I. Gen. Laws § 6-13.1-1, <i>et seq.</i>
South Carolina	South Carolina Unfair Trade Practices Act §§39-5-10 <i>et seq.</i> (SCUTPA)
Tennessee	Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101 to -131
Texas	Deceptive Trade Practices – Consumer Protection Act, Tex. Bus. & Com. Code Ann. §§ 17.41-17.63
Utah	Utah Consumer Sales Practices Act, Utah Code §§ 13-11-1, <i>et. seq.</i>
Vermont	Vermont Consumer Protection Act, 9 V.S.A. § 2453
Washington	Washington Consumer Protection Act, RCW § 19.86.020
West Virginia	West Virginia Consumer Credit and Protection Act (“WVCCPA”), W. Va. Code §§ 46A-1-101 <i>et seq.</i> , [W. Va. Code § 46A-6-104 § 46A-6-102(7)(G), and § 46A-6-102(7)(M)]

Appendix B

STATE	
Alaska	Personal Information Protection Act, AS 45.48.010 <i>et seq.</i>
Arkansas	Personal Information Protection Act, Ark. Code Ann. § 4-110-101, <i>et seq.</i>
Connecticut	Connecticut's Data Breach Notification Law, General Statutes § 36a-701b; and the Safeguards Law, General Statutes § 42-471
Florida	Florida Information Protection Act, Section 501.171, Florida Statutes (2019)
Illinois	Illinois Personal Information Protection Act, 815 ILCS 530/1, <i>et seq.</i>
Indiana	Disclosure of Security Breach Act, Ind. Code § 24-4.9 ("DSBA")
Iowa	Personal Information Security Breach Protection Act, Iowa Code Ch. 715C
Kentucky	Records Containing Personally Identifiable Information, KRS 365.7342 <i>et seq.</i>
Louisiana	Database Security Breach Notification Law, La. R.S. 51:3071 <i>et seq.</i>
Massachusetts	Massachusetts Data Security Law, G.L. c. 93H
Mississippi	Mississippi Consumer Protection Act, Miss. Code Ann. § 75-24-29
Nebraska	Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006, Neb. Rev. Stat. § 87-801 <i>et seq.</i>
Nevada	Nevada Security of Personal Information Act; Nev. Rev. Stat. §§ 603A.010 – 603A.290
New Jersey	New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -226.
North Carolina	North Carolina Identity Theft Protection Act, N.C. G. S. §§ 75-60, <i>et seq.</i>
Ohio	Ohio Private Disclosure of Security Breach of Computerized Personal Information Data, R.C. 1349.19
Oregon	Oregon Consumer Information Protection Act, ORS 646A.600 <i>et seq.</i>

Appendix B

Rhode Island	Rhode Island Identity Theft Protection Act of 2015 R.I. Gen. Laws § 11-49.3-1, <i>et seq.</i>
South Carolina	Family and Personal Identifying Information Privacy Protection Act §§ 30-2-10 <i>et seq.</i>
Tennessee	Tennessee Identity Theft Deterrence Act of 1999, §§ 47-18-2101 to -2111
Texas	Identity Theft Enforcement and Protection Act, Tex. Bus. & Com. Code Ann. § 521.001 -152
Utah	Utah Protection of Personal Information Act, Utah Code §§ 13-44-101, <i>et. seq.</i>
Vermont	Vermont Consumer Protection Act, 9 V.S.A. § 2453
Washington	Washington Data Breach Notification Law, RCW §§ 19.225.005, <i>et seq.</i>
West Virginia	West Virginia Consumer Credit and Protection Act ("WVCCPA"), W.Va. Code §§ 46A-1-101 <i>et seq.</i> , more specifically W. Va. Code § 46A-2A-10 <i>et seq.</i>