

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

IN RE: 21ST CENTURY ONCOLOGY
CUSTOMER DATA SECURITY BREACH
LITIGATION

Case No. 8:16-md-2737-MSS-AEP

MDL No. 2737

This Document Relates to All Cases

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release dated August 12, 2020, is made and entered into by and among the Class Representatives,¹ individually and on behalf of the Settlement Class, and 21st Century Oncology Investments, LLC and 21st Century Oncology of California, a Medical Corporation (“21st Century”). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all of Plaintiffs’ Released Claims, as defined below, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

I. BACKGROUND

WHEREAS, in or about March 2016, 21st Century announced that it had suffered a Data Breach on or about October 3, 2015, where unauthorized persons may have obtained approximately 2.2 million 21st Century patients’ personally identifiable information and protected health information, including their names, Social Security numbers, physicians’ names, medical diagnoses, treatment information, and insurance information.

WHEREAS, on October 6, 2016, the Judicial Panel on Multidistrict Litigation entered a Transfer Order consolidating thirteen actions pending in the Middle District of Florida, two actions pending in the Northern District of California, and one action pending in the Central District of California relating to the Data Breach, and ordered that they be centralized in the Middle District of Florida before the Honorable Mary S. Scriven. *In re: 21st Century Oncology Customer Data Security Breach Litigation*, MDL No. 2737, ECF No. 63 (Oct. 6, 2016).

WHEREAS, on November 16, 2016, Judge Scriven appointed Cari Campen Laufenberg of Keller Rohrback, L.L.P. and Daniel S. Robinson of Robinson Calcagnie, Inc. as Interim Co-Lead Counsel, Robert C. Gilbert of Kopelowitz Ostrow Ferguson Weiselberg Gilbert and Jodi

¹ Except as otherwise specified, capitalized words and terms herein shall have the meanings ascribed in Paragraph IV.A. herein entitled “Definitions.”

Westbrook Flowers of Motley Rice LLC as Plaintiffs' Liaison Counsel, and Kent G. Whittemore of The Whittemore Law Group, P.A., as Local Counsel. ECF No. 79. The Court also appointed a Plaintiffs' Steering Committee consisting of Thomas V. Girardi, Charles P.T. Phoenix, and the law firms of Kaplan, Fox & Kilsheimer, LLP, Girard Gibbs, LLP, Gilman Law, LLP, The Maher Law Firm P.A., Keller Grover, LLP, and Colson Hicks Eidson. *Id.*

WHEREAS, on September 26, 2016, the Declaratory Action commenced in the United States District Court for the Middle District of Florida, whereby certain insurance carriers sought a declaration that they have no duty to defend or indemnify 21st Century against claims resulting from the Data Breach. *See Charter Oak Fire Ins. Co. v. 21st Century Oncology Services, LLC*, No. 8:17-cv-582-MSS-AEP.

WHEREAS, on January 17, 2017, the Data Breach Plaintiffs filed a Consolidated Class Action Complaint, alleging that 21st Century breached its duties to Plaintiffs by failing to maintain reasonable and adequate security measures to protect its patients' personal and health information from unauthorized access and disclosure, allowing their information to be compromised, obtained, and misused by unauthorized persons. ECF No. 100.

WHEREAS, on May 25, 2017, 21st Century Oncology Holdings, Inc. and other 21st Century Oncology entities, including 21st Century Oncology Investments, LLC (collectively "21st Century Bankruptcy Entities") filed for voluntary bankruptcy relief under Chapter 11 of Title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York, thereby automatically staying the Data Breach Action and the Declaratory Action.

WHEREAS, Plaintiffs advocated for the Class in the bankruptcy proceeding and reached an agreement with 21st Century Bankruptcy Entities whereby, *inter alia*, the automatic stay would

an agreement with 21st Century Bankruptcy Entities whereby, *inter alia*, the automatic stay would be lifted to allow the Data Breach Action and Declaratory Action to proceed, subject to (1) Plaintiffs' agreement to limit any monetary recovery to certain insurance policies; and (2) 21st Century Bankruptcy Entities' agreement to assign 21st Century Bankruptcy Entities' rights to seek and receive coverage under these policies to Plaintiffs. *In re: 21st Century Oncology Holdings, Inc.*, No. 17-22770 (RDD), ECF No. 823-1. Specifically, 21st Century Oncology Bankruptcy Entities fully assigned to the Plaintiffs all of their rights to pursue, seek or receive insurance coverage for the causes of action asserted by the Plaintiffs, including but not limited to claims of bad faith against certain insurance companies and any deductible, security or deposit obligation, defense costs, portion of any judgment or settlement that exceeds the aggregate available coverage under 21st Century Bankruptcy Entities' insurance policies, or any other financial obligations of any kind, and otherwise released 21st Century Bankruptcy Entities with respect to their financial obligations. The agreement was approved by the bankruptcy court on December 11, 2017. *Id.*, ECF No. 823.

WHEREAS, the United States Bankruptcy Court for the Southern District of New York confirmed 21st Century Bankruptcy Entities' proposed plan of reorganization discharging all prepetition claims directly against 21st Century Bankruptcy Entities, including those affected by the alleged Data Breach.

WHEREAS, on April 26, 2018, the Parties attended a Court-ordered mediation with mediator Rodney A. Max, at which the Parties were unable to resolve matters.

WHEREAS, following mediation, Plaintiffs conducted limited Court-ordered discovery from 21st Century, including a Rule 30(b)(6) deposition of 21st Century's corporate designee. Thereafter, Plaintiffs incorporated the additional discovery into their Amended Consolidated Class

Action Complaint, which was filed on July 30, 2018. ECF No. 191.

WHEREAS, following additional supplemental briefing from the Parties pertaining to the motion to dismiss, ECF Nos. 195, 201, the Court issued its order denying 21st Century's motion to dismiss the Complaint on March 11, 2019, ECF No. 207, and 21st Century subsequently answered on April 1, 2019. ECF No. 209.

WHEREAS, on May 3, 2019, the Court stayed the Data Breach Action for ninety-days to allow for mediation and proposed the Hon. Layn R. Phillips of Phillips ADR as the mediator. ECF No. 214.

WHEREAS, the Parties engaged in vigorous arm's length settlement negotiations before Judge Phillips and neutral Michelle Yoshida of Phillips ADR, including two in-person private mediation sessions on August 9, 2019 and October 17, 2019, and on-going discussion with the mediators, resulting in the Parties reaching an agreement in principle to resolve the Data Breach Action and the Declaratory Action.

WHEREAS, the Parties engaged in further discussions, which resulted in an agreement summarized in a Memorandum of Understanding dated April 14, 2020.

WHEREAS, pursuant to the terms set forth below, this Agreement resolves all Claims, actions, and proceedings asserted, or that could be asserted, against 21st Century arising out of or related to the Data Breach, by or on behalf of members of the Settlement Class herein defined, but excluding the rights of Class Members who opt out from the Settlement Class after receiving the Settlement Class Notice.

II. PLAINTIFFS' CLAIMS AND BENEFITS OF THE SETTLEMENT

WHEREAS, Plaintiffs and Class Counsel have conducted a thorough examination of the law and facts relating to the matters at issue in the Data Breach Action regarding Plaintiffs' claims

and the Defendants' potential defenses, including conducting significant discovery, as well as an assessment of the merits of Plaintiffs' expected arguments in a motion for class certification.

WHEREAS, Based on an analysis of the facts and the law applicable to Plaintiffs' claims in the Data Breach Action, and taking into account the burden and expense of such continued litigation, including the risks and uncertainties associated with the Declaratory Action, class certification, a protracted trial and appeal(s), as well as a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiffs and Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Class is afforded important benefits and protections as expeditiously as possible. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk of further litigation, as well as the difficulties and delays inherent in such litigation.

WHEREAS, Plaintiffs and Class Counsel believe that the terms set forth in this Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Class.

WHEREAS, 21st Century has similarly concluded that this Agreement is desirable in order to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class.

III. FOR SETTLEMENT PURPOSES ONLY

WHEREAS, this Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only and Defendants specifically deny any and all wrongdoing. The existence of, terms in, and any action taken under or in connection with this Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Defendants of (i) the validity of any claim, defense or fact asserted

in the Data Breach Action or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, and Defendants that, subject to Court approval, the Data Breach Action and Plaintiffs' Released Claims shall be finally and fully compromised, settled, and released, and a Judgment and Final Approval Order shall be entered subject to the following terms and conditions of this Settlement Agreement.

A. Definitions

As used herein, in addition to any definitions set forth elsewhere in this Agreement, the following terms shall have the meanings set forth below:

1. "**Actions**" mean the Data Breach Action and the Declaratory Action.
2. "**Administrative Expenses**" means all of the expenses incurred in the administration of this Settlement, including, without limitation, all Notice Expenses, locating Settlement Class Members, determining the eligibility of any person to be a Settlement Class Member, administrating and processing Settlement Class Member claims and Claim Forms, and administering, calculating, and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.
3. "**Agreement**," "**Settlement Agreement**," and/or "**Settlement**" mean this Class Action Settlement Agreement and Release (including all exhibits and attachments hereto).
4. "**Approved Claim**" means a claim as evidenced by a Claim Form submitted by a Settlement Class Member that (a) is timely and submitted in accordance with the directions on the

Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Settlement Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.

5. “*Claimant*” means a Settlement Class Member who submits a Claim Form for a Settlement Payment.

6. “*Claim Form*” means the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form must be submitted physically (*via* U.S. Mail) or electronically (*via* the Settlement Website) by Settlement Class Members who wish to file a claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Settlement Class Member who so requests.

7. “*Claims Deadline*” means the date by which all Claim Forms must be received to be considered timely and shall be set as the date one hundred and twenty (120) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court’s order granting Preliminary Approval.

8. “*Claims Period*” means the period of time during which Settlement Class Members may submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on the Notice Date and shall end on the date one hundred and twenty (120) days thereafter.

9. “*Class Counsel*” means attorneys Cari Campen Laufenberg of Keller Rohrback L.L.P. and Daniel S. Robinson of Robinson Calcagnie, Inc.

10. “*Class Representatives*” and “*Plaintiffs*” mean Phillip Russell, the executor of the estate of Robert Russell; Valerie Corbel; Roxanne Haatvedt; Veneta Delucchi; Carl Schmitt;

Matthew Benzion; Kathleen LaBarge; Stacey Schwartz; Timothy Meulenberg; Stephen Wilbur; Judy Cabrera; Jackie Griffith; Sharon MacDermid; and Steven Brehio.

11. “**Complaint**” means the Amended Consolidated Class Action Complaint filed in the Data Breach Action on July 30, 2018, as ECF No. 191.

12. “**Court**” means the United States District Court for the Middle District of Florida, Tampa Division, the Honorable Mary S. Scriven (or any judge sitting in her stead or to whom the Actions may be transferred) presiding.

13. “**Credit Monitoring and Insurance Services**” means the services to be provided to Participating Settlement Class Members by Identity Guard referred to as the “Total Plan” (*see* www.identityguard.com/plans/total), as further set forth in Paragraph IV.E.1. of this Agreement.

14. “**Data Breach**” refers to the data breach that is the subject of the Data Breach Action, announced by 21st Century in March 2016, whereby, on or about October 3, 2015, approximately 2.2 million 21st Century patients’ personal and health information, including their names, Social Security numbers, physicians’ names, diagnoses, treatment information, and insurance information, was potentially compromised.

15. “**Data Breach Action**” refers to the consolidated class action captioned *In Re: 21st Century Oncology Customer Data Security Breach Litigation*, Case No. 8:16-md-2737-MSS-AEP, now pending before the Court.

16. “**Declaratory Action**” refers to the coverage action captioned *The Charter Oak Fire Insurance Company, et al. v. 21st Century Oncology Investments, LLC, et al.*, Case No. 8:17-cv-00582-MSS-AEP, now pending before the Court.

17. “**Default Time**” refers to time actually spent by a Settlement Class Member for attempting to remedy or remedying issues fairly traceable to the Data Breach (including time spent

on any identity fraud, theft, fraud, bank fees, card cancellations, credit card fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit monitoring or identity theft protection, placing a freeze or alert on credit reports, and replacing a driver's license, state identification card, or social security number).

18. “*Defendants*” and “*21st Century*” refer collectively to 21st Century Oncology Investments, LLC and 21st Century Oncology of California, a Medical Corporation.

19. “*Defendants’ Counsel*” means attorneys Casie D. Collignon and Paul G. Karlsgodt of Baker & Hostetler LLP on behalf of 21st Century.

20. “*Documented Time*” refers to time actually spent by a Settlement Class Member supported by Reasonable Documentation for attempting to remedy or remedying issues fairly traceable to the Data Breach (including time spent on any identity fraud, theft, fraud, bank fees, card cancellations, credit card fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit monitoring or identity theft protection, placing a freeze or alert on credit reports, and replacing a driver's license, state identification card, or social security number).

21. “*Effective Date*” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Judgment; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any

appeal or the final dismissal of any proceeding on certiorari with respect to the Judgment.

22. “*Fee Award and Costs*” means the amount of attorneys’ fees and reimbursement of Litigation Costs awarded by the Court to Class Counsel.

23. “*Final Approval Order and Judgment*” means an order and judgment that the Court enters after the Final Fairness Hearing, which finally approves the Settlement Agreement and dismisses the Action with prejudice and without material change to the Parties’ agreed-upon proposed final approval order and judgment attached hereto as **Exhibit B**.

24. “*Final Fairness Hearing*” or “*Fairness Hearing*” mean the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement Agreement pursuant to Federal Rule of Civil Procedure 23 and whether to issue the Final Approval Order and Judgment. The Parties shall request that the Court schedule the Fairness Hearing for a date that is in compliance with the provisions of 28 U.S.C. §1715(d).

25. “*Fraud/Out-of-Pocket Costs*” means out-of-pocket costs or expenditures supported by Reasonable Documentation that a Settlement Class Member actually incurred, including, but not limited to, unreimbursed losses and consequential expenses (including, but not limited to, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, costs to replace a driver’s license, state identification card, or social security number) that are related to any unauthorized identity theft or fraud fairly traceable to the Data Breach and incurred on or after October 3, 2015.

26. “*Litigation Costs*” means costs and expenses incurred by Plaintiffs’ Counsel in connection with commencing, prosecuting, and settling the Action.

27. “**Long Form Notice**” means the long form notice of settlement, substantially in the form attached hereto as **Exhibit C**.

28. “**Net Settlement Fund**” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Taxes, (iii) the expenses associated with procuring Credit Monitoring and Insurance Services on behalf of the Participating Settlement Class Members, (iv) any Service Awards approved by the Court, and (v) any Fee Award and Costs approved by the Court.

29. “**Non-Profit Residual Recipient**” means Privacy Rights Clearinghouse, a 26 U.S.C. 501(c)(3) non-profit organization.

30. “**Notice Date**” means the date upon which Settlement Class Notice is first disseminated to the Settlement Class, which shall be within sixty (60) days of the Settlement Administrator receiving the Settlement Class List from Defendants.

31. “**Notice Expenses**” means all reasonable costs and expenses expended in the execution of the Notice Plan, including (i) all costs and expenses incurred in connection with preparing, printing, mailing, disseminating, hosting on the Internet, and publishing the Settlement Class Notice, identifying members of the Settlement Class, and informing them of the Settlement, and (ii) any other reasonable and necessary Notice and Notice related expenses.

32. “**Notice Plan**” means the plan described in this Agreement for disseminating Notice to the Settlement Class Members of the terms of this Agreement and the Fairness Hearing.

33. “**Objection Deadline**” means the date by which Settlement Class Members must file and postmark all required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and / or motion for (i) the Fee Award

and Costs, and/or (ii) the Service Awards, which shall be sixty (60) days following the Notice Date.

34. “*Opt-Out Period*” means the period in which a Settlement Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall expire sixty (60) days following the Notice Date. The deadline for filing a Request for Exclusion will be clearly set forth in the Settlement Class Notice.

35. “*Participating Settlement Class Member*” means a Settlement Class Member who submits a valid Claim approved by the Settlement Administrator for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement.

36. “*Parties*” means, collectively, the Class Representatives and 21st Century.

37. “*Person*” means any individual, corporation, trust, partnership, limited liability company or other legal entity and their respective predecessors, successors or assigns.

38. “*Plaintiffs’ Counsel*” means Class Counsel and those law firms appointed as Plaintiffs’ Liaison Counsel, Local Counsel, and to the Plaintiffs’ Steering Committee by the Court on November 16, 2016. ECF No. 79.

39. “*Preliminary Approval Order*” means the Court’s Order preliminarily approving the Settlement without material modifications to the proposed order or this Agreement that are unacceptable to the Parties. A Proposed Preliminary Approval Order is attached to this Agreement as **Exhibit D**.

40. “*Reasonable Documentation*” means documentation supporting a claim for Fraud/Out-of-Pocket Costs and/or Documented Time, including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Fraud/Out-of-Pocket Costs and/or Documented Time cannot be documented solely by a personal certification, declaration or

affidavit from the Claimant; a Settlement Class Member must provide supporting documentation.

41. “*Released Claims*” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, breach of contract, breach of the duty to settle or indemnify, breach of the covenant of good faith and fair dealing, punitive damages, attorneys’ fees, costs, interest, expenses, or any other claim that in any way whatsoever relates to the Data Breach) that the Releasing Parties had or have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that have been or could have been asserted in the Action or in any other action or proceeding before any court, arbitrator(s), tribunal or administrative body (including but not limited to any state, local or federal regulatory body), regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action.

42. “*Released Parties*” includes Defendants and 21st Century Oncology Holdings, LLC and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future owners, officers, directors, employees, investors, owners, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers (including, but not limited to, Beazley USA, underwritten by Certain

Underwriters at Lloyd's, Syndicates 2623/623, (collectively referred to as "Beazley") subscribing to policy No W140E2150301, Charter Oak Fire Insurance Company and Travelers Property Casualty Company of America), reinsurers, subrogees, and assigns of any of the foregoing, as well as Plaintiffs and Class Counsel. Each of the Released Parties may be referred to individually as a "Released Party."

43. "**Releasing Parties**" means Plaintiffs, any Person in the Settlement Class, including those submitting or not submitting a claim for a Settlement Benefit, and each of their respective spouses, children, heirs, associates, co-owners, attorneys, agents, administrators, executors, devisees, predecessors, successors, assignees, representatives of any kind, shareholders, partners, directors, employees or affiliates. Each of the Releasing Parties may be referred to individually as a "Releasing Party."

44. "**Request for Exclusion**" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class.

45. "**Service Awards**" means the amount of remuneration to be paid to the Class Representatives in recognition of their efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Section IV.K.

46. "**Settlement Administrator**" means the qualified third-party administrator and agent agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval Order to administer the Settlement, including providing the Notice. The Parties agree to recommend that the Court appoint Angeion Group as Settlement Administrator to design, consult on, and implement the Notice and related requirements of this Agreement; implement the Notice, the Settlement Website, the submission and review of Claim Forms, and related requirements of this Agreement, subject to the Court's approval.

47. “**Settlement Benefits**” means the total value of benefits Settlement Class Members receive pursuant to this Agreement, including non-monetary benefits and relief and Administrative Expenses.

48. “**Settlement Class**” means and includes the approximately 2,213,597 persons who are identified on the Settlement Class List, including Plaintiffs, who were notified that their personally identifiable information and/or protected health information may have been disclosed in the Data Breach (as defined in Plaintiffs’ Amended Consolidated Class Action Complaint, ECF No. 191). Excluded from the Settlement Class are (1) the Judge(s) presiding over the Actions, and members of their families; (2) the Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest and their current or former officers, directors, and employees; (3) Persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.

49. “**Settlement Class List**” means the list generated by Defendants containing the last known name and mailing address for all persons that fall under the definition of the Settlement Class, which Defendants will provide to the Settlement Administrator within seven (7) days of the Preliminary Approval Order.

50. “**Settlement Class Member**” or “**Class Member**” means a Person who falls within the definition of the Settlement Class and who does not submit a valid Request for Exclusion prior to the expiration of the Opt-Out Period.

51. “**Settlement Class Notice**” or “**Notice**” means the form of Court-approved notice of this Agreement that is disseminated to the Settlement Class. The Settlement Class Notice shall consist of the Summary Notice and the Long Form Notice.

52. “*Settlement Fund*” means the sum of seven million eight hundred and fifty thousand dollars and no cents (\$7,850,000.00) as specified in Paragraphs IV.D. of this Agreement, including any interest accrued thereon after payment.

53. “*Settlement Payment*” means any payment to be made to any Participating Settlement Class Member on Approved Claims pursuant to Section IV.E. of this Agreement.

54. “*Settlement Website*” means the Internet website, with the following URL address, to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant case documents including the Settlement Class Notice, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms: www.21COSettlement.com.

55. “*Summary Notice*” means the summary notice of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit E**.

56. “*Taxes*” means (i) any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties, excluding any taxes associated with attorneys’ fees or reimbursement of Litigation Costs) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendants or their counsel with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund; (ii) any other taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities and costs incurred in connection with the taxation

of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

57. “*Unknown Claims*” shall have the meaning set forth in Paragraph IV.C.2. of this Agreement.

B. Required Events and Cooperation by Parties

1. Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit D**.

2. Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement.

3. Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs and Defendants stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Defendants reserve the right to contest class certification for all other purposes. Plaintiffs and Defendants further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

4. Final Approval. Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Fairness Hearing; within a reasonable time after the Claims Deadline, Objection Deadline, and Opt-Out Period; and at least ninety (90) days after Defendants direct the Settlement Administrator to notify the appropriate government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

C. Releases

1. The Release. Upon the Effective Date, and in consideration of the Settlement Benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and forever discharged Defendants and each of the Released Parties from any and all Released Claims.

2. Unknown Claims. The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Data Breach Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Plaintiffs, the Settlement Class, and the Releasing Parties acknowledge that they may discover facts in addition to, or different from those, that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. Pursuant to the release of Unknown Claims, the Releasing Parties expressly waive and relinquish all rights and benefits afforded by Section 1542 of the California Civil Code and analogous statutes, and any law of any state or territory of the United States, or principle of common law, or the law of any foreign jurisdiction, that is similar comparable or equivalent to Section 1542 of the California Civil Code with respect to all claims and other rights released herein, and do so understanding and acknowledging the significant and consequence of such specific waiver of Section 1542. Section 1542 of the California Civil Code states as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF

KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

The Releasing Parties hereby expressly waive the benefits of California Civil Code Section 1542 and analogous statutes, and any law of any state or territory of the United States, or principle of common law, or the law of any foreign jurisdiction, that is similar, comparable or equivalent to Section 1542 of the California Civil Code, and fully, finally and forever settle and release any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claims related to those claims and other rights released in this Settlement Agreement and Release, without regard to the subsequent discovery or existence of such different or additional facts.

3. Exclusive Remedy. This Agreement shall be the sole and exclusive remedy of the Releasing Parties against any of the Released Parties relating to any and all Released Claims. Upon the entry of the Judgment, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim(s) against any of the Released Parties in any court, arbitration, tribunal, forum or proceeding.

4. Jurisdiction of the Court. The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the above-captioned Action, the Parties, Settlement Class Members, and the Settlement Administrator in order to interpret and enforce the terms, conditions, and obligations of this Agreement.

D. Settlement Fund

1. Deposits. A payment of seven million eight hundred and fifty thousand dollars and no cents (\$7,850,000.00) shall be paid into the Settlement Fund as follows: (i) Defendants shall direct two million dollars and no cents (\$2,000,000.00) to be paid into the Settlement Fund within

thirty-five (35) days² after the Court enters the Preliminary Approval Order to cover reasonable costs associated with the Notice Plan and any other Administrative Expenses incurred prior to entry of the Final Approval Order and Judgment; and (ii) Defendants shall direct an additional five million eight hundred and fifty thousand dollars and no cents (\$5,850,000.00) to be paid into the Settlement Fund within fourteen (14) days after the Effective Date. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendants' and the Released Parties' liability shall not exceed seven million eight hundred and fifty thousand dollars and no cents (\$7,850,000.00). It is understood and agreed that these payments are coming from Defendants' insurance coverage and that Defendants shall have no independent obligation to cover any deficiencies not paid by the applicable insurance provider.

2. Custody of Settlement Fund. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated or cancelled.

a. In the event this Settlement Agreement is voided, terminated or cancelled for any reason: (i) the Class Representatives and Class Counsel shall have no obligation to repay any of the Administrative Expenses that have been paid or incurred in accordance with Section IV.F.; (ii) any amounts remaining in the Settlement Fund after payment of Administrative Expenses paid or incurred in accordance with Section IV.F. of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to the Defendants or Released Parties who paid the Settlement Fund in the same proportions as their respective

² Beazley shall make an initial payment within twenty-one (21) days, and Defendants shall direct the remainder to be paid within fourteen (14) days thereafter.

contributions to the Settlement Fund; and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

3. Non-Reversionary. This Settlement is a non-reversionary settlement. As of the Effective Date, all rights of Defendants in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled or terminated, as described Paragraph IV.D.2 and Section IV.J in this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to any or all Defendants or any Released Party.

4. Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all Administrative Expenses; (ii) any Taxes; (iii) any Service Awards; (iv) any Fee Award and Costs; (v) the cost of the Credit Monitoring and Insurance Services; (vi) any Fraud/Out-of-Pocket Costs Payments, Default Time Payments, and Documented Time Payments pursuant to the terms and conditions of Paragraph IV.E.1. of this Agreement; and (viii) any other Settlement Benefits.

5. Financial Account. The Settlement Fund shall be an account established and administered by the Settlement Administrator at a financial institution approved by Class Counsel and Defendants, and, shall be maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, et seq.

6. Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement or (ii) approved by the Court. Class Counsel may authorize the periodic payment of actual and reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Defendants with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the

Settlement Fund before the Effective Date at least seven (7) business days prior to making such withdrawal or payment.

7. Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Settlement Class Members pursuant to this Agreement. The Settlement Administrator and Class Counsel are responsible for communicating with Settlement Class Members regarding the distribution of the Settlement Fund and amounts paid under the Settlement.

8. Treasury Regulations & Fund Investment. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. The Settlement Administrator shall hold the Settlement Fund in a non-interest-bearing account, and administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined in Treasury Regulation § 1.468B-1, et seq. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

9. Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement

Fund, shall be considered to an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

10. Limitation of Liability.

a. The Defendants and their counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. Defendants also shall have no obligation to communicate with Class Members and others regarding amounts paid under the Settlement.

b. The Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator,

or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

c. The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representatives, and 21st Century harmless for (i) any negligent act or omission by the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund as so directed by Class Counsel, Defendants, and/or the Court; (iii) the formulation, design or terms of the disbursement of the Settlement Fund as so directed by Class Counsel, Defendants, and/or the Court; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund as so directed by Class Counsel, Defendants, and/or the Court; or (v) the payment or withholding of any required Taxes, expenses and/or costs incurred in connection with the required taxation of the Settlement Fund or the filing of any returns.

E. Settlement Benefits

1. Each Participating Settlement Class Member may qualify for the following:

a. Credit Monitoring and Insurance Services. Each Participating Settlement Class Member will receive two years of the Credit Monitoring and Insurance Services. The Credit Monitoring and Insurance Services will be provided by Identity Guard and is the "Total Plan" (*see*

www.identityguard.com/plans/total). Participating Settlement Class Members may elect to delay the start date of their Credit Monitoring and Insurance Services for up to two years after the Effective Date provided that such Participating Settlement Class Members notify Identity Guard in writing during the Claims Period. The Credit Monitoring and Insurance Services will provide certain services to each Participating Settlement Class Member, including: (i) up to \$1 million dollars (\$1,000,000.00) of reimbursement insurance from AIG covering losses due to identity theft, stolen funds, *etc.*; (ii) three bureau credit monitoring providing notice of changes to the Participating Settlement Class Member's credit profile; (iii) real time instant authentication alerts when someone attempts to make a change to the Participating Settlement Class Member's personal account information within Identity Guard's network; (iv) LexisNexis Authentication Alerts utilizing LexisNexis' database of legal, governmental and newsworthy incidents (for example, the system searches payday-loan providers and court records, and also monitors the top ten largest U.S. financial institutions, for attempted or actual fraudulent use of the Participating Settlement Class Member's information); (v) Dark Web Monitoring providing notification if the Participating Settlement Class Member's information such as Social Security number, credit card numbers, financial account numbers, and health insurance number are found on the Dark Web (the Dark Web Monitoring includes monitoring of thousands of black market websites, secret chat rooms, and underground forums); (vi) threat Alerts powered by IBM "Watson" providing proactive alerts about potential threats relevant to the Participating Settlement Class Member found by IBM Watson's AI, for instance: breaches, phishing scams, and malware vulnerabilities; (vii) customer support and victim assistance provided by Identity Guard; (viii) anti-phishing and safe Apps for iOS & Android Mobile devices; and (ix) safe browsing software for PC & Mac to help protect the Participating Settlement Class Member's computer against malicious content with an add-on for

Safari, Chrome, and Firefox web browsers that delivers proactive malware protection by blocking various malware delivery channels including phishing, malvertisements, and Flash (the extension also blocks content and tracking cookies to help protect personal information).

b. Fraud/Out-of-Pocket Costs Payment. In addition to the Credit Monitoring and Insurance Services, each Participating Settlement Class Member may submit a claim for up to ten thousand dollars (\$10,000.00) for reimbursement of Fraud/Out-of-Pocket Costs (“Fraud/Out-of-Pocket Costs Payment”). To receive a Fraud/Out-of-Pocket Costs Payment, a Settlement Class Member must choose to do so on their given Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Fraud/Out-of-Pocket Costs Payment benefit; (ii) an attestation regarding any actual and unreimbursed Fraud/Out-of-Pocket Costs; and (iii) Reasonable Documentation that demonstrates the Fraud/Out-of-Pocket Costs to be reimbursed.

c. Default Time Payment. In addition to Credit Monitoring and Insurance Services and Fraud/Out-of-Pocket Costs Payment, each Participating Settlement Class Member may submit a claim for two hours of Default Time at \$20 per hour (“Default Time Payment”). To receive a Default Time Payment, a Settlement Class Member must submit a valid Claim Form to the Settlement Administrator. Class Members will be notified in the Long Form Notice that the act of submitting a Claim Form to the Settlement Administrator (via U.S. Mail or through the Settlement Website), constitutes a representation by the Participating Settlement Class Member that they expended time in addressing, attempting to remedy, or remedying issues fairly traceable to the Data Breach.

d. Documented Time Payment. In addition to the Credit Monitoring and Insurance Services, Fraud/Out-of-Pocket Costs Payment, and Default Time Payment, each

Participating Settlement Class Member may submit a claim for up to thirteen hours of Documented Time at \$20 per hour (“Documented Time Payment”). To receive a Documented Time Payment, a Settlement Class Member must choose to do so on their given Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Time Payment benefit; (ii) an attestation regarding the Documented Time; and (iii) Reasonable Documentation that demonstrates their Documented Time. In the event a Participating Settlement Class Member’s claim for Documented Time is rejected by the Settlement Administrator, the Participating Settlement Class Member will still receive a Default Time Payment (defined in and pursuant to the terms and condition of Paragraph IV.D.1. of this Agreement).

2. PayPal. Participating Settlement Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement *via* PayPal. In the event Participating Settlement Class Members do not exercise this option or their Settlement Payment made via PayPal is returned, they will receive their given Settlement Payment *via* a physical check sent by U.S. Mail.

3. Deadline to File Claims. Claim Forms for Credit Monitoring and Insurance Services, Fraud/Out-of-Pockets Costs Payments, Default Time Payments, and/or Documented Time Payments must be received within one hundred and twenty (120) days after the Notice Date.

4. The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete, and to what extent a Claim Form electing to receive a Fraud/Out-of-Pocket Costs Payment and/or Documented Time Payment reflects valid Fraud/Out-of-Pocket Costs and/or Documented Time. Any Claim for Fraud/Out-of-Pocket Costs Payment or Documented Time Payment shall be deemed fairly traceable to the Data Breach by the Settlement Administrator if the claim for Fraud/Out-of-Pocket

Costs or Documented Time occurred on or after October 3, 2015, and the Settlement Administrator determines the claim for Fraud/Out-of-Pocket Costs and Documented Time incurred are related to the type of personally identifiable information and/or protected health information disclosed in the Data Breach. To the extent, the Settlement Administrator determines a claim for a Fraud/Out-of-Pocket Costs Payment and/or Documented Time Payment submitted through a Claim Form is deficient, within ten (10) days of making such a determination, the Settlement Administrator shall notify the Claimant of the deficiencies and that Claimant shall have thirty (30) days to cure the deficiencies and re-submit the claim. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim such that it reflects a valid claim for Fraud/Out-of-Pocket Costs and/or Expended Time that are fairly traceable to the Data Breach. If the Claimant fails to cure the deficiency, the Settlement Administrator shall have no obligation to make the Fraud/Out-of-Pocket Costs Payment or Documented Time Payment to that Claimant. If the Claimant fails to cure the deficiency, the Settlement Administrator shall treat the claim for Documented Time as a claim for Default Time.

5. Timing of Settlement Benefits. Within ninety (90) days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the provisions of Paragraph IV.F.2. of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to Participating Settlement Class Members with Approved Claims. No later than ten (10) days after the Effective Date, the Settlement Administrator shall provide Identity Guard a list of Participating Settlement Class Members with Approved Claims, including their names and email addresses.

6. Order of Distribution of Funds. The Settlement Administrator must first use the available Net Settlements Funds to make all Fraud/Out-of-Pocket Costs Payments. The Settlement

Administrator shall then utilize the remaining funds to make all Default Time Payments and Documented Time Payments. Settlement Class Members with Approved Claims who receive a Fraud/Out-of-Pocket Costs Payment, Default Time Payment, and/or Documented Time Payment, by physical check, shall have one hundred and twenty (120) days following distribution to deposit or cash their cash benefit check. Participating Settlement Class Members with Approved Claims who receive the Credit Monitoring and Insurance Services shall have one hundred and twenty (120) days following distribution of the enrollment instructions to sign up for the services.

7. Pro-Rata Contingencies.

a. In the event that the aggregate amount of all Fraud/Out-of-Pocket Costs Payments exceeds the total amount of the Net Settlement Fund, then the value of the Fraud/Out-of-Pocket Costs Payment to be paid to each Participating Settlement Class Member shall be reduced on a pro rata basis, such that the aggregate value of all Fraud/Out-of-Pocket Payments does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed to Approved Claims with Default Time or Documented Time.

b. In the event that (i) the aggregate amount of all Fraud/Out-of-Pocket Costs Payments does not exceed the Net Settlement Fund, and (ii) the aggregate amount of all Documented Time Payments and Default Time Payments is greater than the Net Settlement Fund, less the aggregate amount of the Fraud/Out-of-Pocket Costs Payments, then the value of each Participating Settlement Class Members' Documented Time Payment and Default Time Payment shall be reduced on a pro rata basis, such that the aggregate value of all Fraud/Out-of-Pocket Costs Payments, Default Time Payments, and Document Time Payments does not exceed the Net Settlement Fund. If the Default Time Payment to each Participating Settlement Class Member receiving that benefit were to be less than seven dollars and no cents (\$7.00), no Default Time

Payments will be made and the Net Settlement Funds for Default Time Payments will instead be used to provide additional months of Credit Monitoring and Insurance Services to all Participating Settlement Class Members.

c. In the event that the aggregate amount of all Fraud/Out-of-Pocket Costs Payments, all Default Time Payments, and all Documented Time Payments is less than the Net Settlement Fund, then the value of each Participating Settlement Class Members' Default Time Payments and Documented Time Payments shall be increased on a pro rata basis to the extent possible without making the aggregate value of all Fraud/Out-of-Pocket Costs Payments, Default Time Payments, and Documented Time Payments exceed the Net Settlement Fund. In the event that the pro rata payment increase to each Participating Settlement Class Member would exceed two hundred and fifty dollars and no cents (\$250.00), then the Parties will seek guidance from the Court on how to disburse the remaining Net Settlement Fund.

d. All pro rata determinations required by the foregoing Paragraphs shall be performed by the Settlement Administrator.

8. Residual Funds. To the extent any monies remain in the Net Settlement Fund more than one hundred and fifty (150) days after the distribution of Settlement Payments to the Participating Settlement Class Members, a subsequent Settlement Payment will be evenly made to all Participating Settlement Class Members with Approved Claims who deposit or cash their benefit check provided that the average check or PayPal deposit amount is equal to or greater than seven dollars and no cents (\$7.00). The distribution of this remaining Net Settlement Fund shall continue to all Participating Settlement Class Members with Approved Claims who deposit or cash their residual benefit check until the average check amount in a distribution is less than seven dollars and no cents (\$7.00). In the event that a subsequent Settlement Payment made to

Participating Members would exceed two hundred and fifty dollars and no cents (\$250.00), then the Parties will seek guidance from the Court on how to disburse the remaining Net Settlement Fund. If the average check amount in a subsequent Settlement Payment distribution would be less than seven dollars and no cents (\$7.00), the remaining Net Settlement Fund will be used to extend the Credit Monitoring and Insurance Services to Participating Settlement Class Members receiving that benefit for as long as possible. Any amount remaining in the Net Settlement Fund after said extension is accomplished, if any, shall be distributed to the Non-Profit Residual Recipient.

9. Returned Checks. For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address or the PayPal account information is invalid), the Settlement Administrator shall make reasonable efforts to find a valid mailing address and resend the Settlement Payment within thirty (30) days after the Settlement Payment is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to resend a Settlement Payment.

10. Residue of Settlement Fund. No portion of the Settlement Fund shall revert or be repaid to Defendants after the Effective Date. Any residual funds remaining in the Net Settlement Fund, after all Administrative Expenses, Taxes, costs associated with the Credit Monitoring and Insurance Services, payment to Approved Claims have been paid (or set aside for such purposes), shall be distributed to Non-Profit Residual Recipient.

11. Additional Settlement Benefits to the Class. The Parties agree, and hereby stipulate, to the following:

a. 21st Century acknowledges that, following the Data Breach, it undertook significant steps to improve its data security practices and procedures, including the Corrective

Action Plan set forth in the settlement agreement between 21st Century and the United States Department of Health and Human Services Office of Civil Rights, in which 21st Century also agreed to pay \$2,300,000 as settlement.

b. Plaintiffs and proposed Class Counsel assert, and 21st Century does not dispute, that providing two years of Credit Monitoring and Insurance Services to the Settlement Class conveys a retail value to the Settlement Class of approximately \$8,856,158.88 for every 1% of the Settlement Class (22,135.97 Class Members, at approximately \$16.67 per month or \$400.08 for two years), that elects to receive Credit Monitoring and Insurance Services.

12. Total Settlement Value. Given the amount of the Settlement Fund and Plaintiffs intent to use Credit Monitoring and Insurance Services and other benefits, Plaintiffs and proposed Class Counsel's current estimation, which is not opposed by 21st Century, of the total value of the Settlement Benefits is in excess of \$12.5 million.

F. Settlement Administration

1. Submission of Claims.

a. Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website, or may download Claim Forms to be filled out, signed, and submitted physically by U.S. Mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and is not required to, but may, provide Claimants the ability to cure defective claims, unless otherwise noted in this Agreement.

b. Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Settlement Payment.

2. Settlement Administrator's Duties.

a. Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective and timely manner, and calculate Settlement Payments in accordance with this Agreement.

b. Dissemination of Notices. The Settlement Administrator shall disseminate the Settlement Class Notice as provided for in this Agreement.

c. Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendants' Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator shall:

i. Receive Requests for Exclusion from Settlement Class Members and provide Class Counsel and Defendants' Counsel a copy thereof no later than five (5) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Settlement Class Members after expiration of the

Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel.

ii. Provide weekly or other periodic reports to Class Counsel and Defendants' Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or Defendants' Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund.

iii. Make available for inspection by Class Counsel and Defendants' Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

iv. Cooperate with any audit by Class Counsel or Defendants' Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

d. Creation and Maintenance of Settlement Website. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly.

e. Requests for Additional Information. In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Participating Settlement Class Member.

f. Timing of Settlement Payments. The Settlement Administrator shall make all Settlement Payments contemplated in Paragraphs IV.E.1. of this Agreement by either Pay Pal or check and send them to Participating Settlement Class Members within ninety (90) days after (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the provisions of Paragraph IV.F.2. of this Agreement, whichever date is later.

G. Settlement Class Notice

1. Direct Notice. Within seven (7) days after the date of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator.

2. Because the Settlement Class List will be provided to the Settlement Administrator solely for purposes of providing the Class Notice and Settlement Benefits and processing opt-out requests, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Defendants, Defense Counsel, and Class Counsel and will ensure that any information provided to it by Settlement Class Members, Class Counsel, Plaintiffs' Counsel, Defense Counsel, or Defendants, including the Class Member Information, will be secure and used solely for the purpose of effecting this Settlement.

3. Within sixty (60) days after receipt of Settlement Class List, the Settlement Administrator shall disseminate the Summary Notice to the members of the Settlement Class *via* U.S. Mail. Settlement Class Members may simply mail the pre-paid postage Claim Form attached to the Summary Notice or use the unique class member identifier contained in the Notice to log on the Settlement Website and either download a Claim Form or submit the Claim Form online. The

Settlement Administrator shall use other reasonable fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Settlement Class Members, and (ii) submission of more than one Claim Form per person. In the event a Claim Form is submitted without a unique class member identifier, the Settlement Administrator shall employ reasonable effort to ensure that the Claim is valid.

4. Settlement Website. Prior to any dissemination of the Summary Notice, within twenty-one (21) days after Preliminary Approval of this Agreement, including the form and content of the Settlement Class Notice, and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with this Agreement.

5. Contents of the Long Form Notice. The Long Form Notice shall, *inter alia*, (i) specify the deadline for Settlement Class Members to submit Requests for Exclusion from, object to, or otherwise comment upon the Settlement by day, month, and year, and state that any objection to this Agreement, and any papers submitted in support of said objection, will only be considered by the Court at the Fairness Hearing if, on or before the deadline to opt-out of, object to, or otherwise comment upon the Settlement, the Person making the objection files copies of such papers he or she proposes to submit for consideration at the Fairness Hearing with the Clerk of the Court and delivers copies of the same by mail, hand, or overnight delivery service to both Class Counsel and Defendants' Counsel; (ii) contain instructions on how to submit a Claim Form; (iii) note the deadline for Settlement Class Members to submit Claim Forms; and (iv) note the date, time and location of the Fairness Hearing. A copy of the Long Form Notice is attached hereto as **Exhibit C** hereto.

H. Requests for Exclusion

1. Any Settlement Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. Any Request for Exclusion must be in writing and must identify the case name *In Re: 21st Century Oncology Customer Data Security Breach Litigation*, Case No. 8:16-md-2737-MSS-AEP; state the name, address and telephone number of the Settlement Class Member seeking exclusion; be physically signed by the Person seeking exclusion; and must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *In Re: 21st Century Oncology Customer Data Security Breach Litigation*, Case No. 8:16-md-2737-MSS-AEP.” Any Person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

2. In the event that within ten (10) days after the Opt-Out Period, there have been requests for exclusion totaling more than seven hundred and fifty (750) individuals, Defendants may void this Settlement Agreement by notifying Class Counsel in writing. If Defendants void this Settlement Agreement under this paragraph, (a) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party’s counsel; and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to Parties and shall

not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any provision of this paragraph, Settlement Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs.

I. Objection and Comment Procedures

1. Any Settlement Class Member may comment in support of or in opposition to the Settlement and may do so in writing, in person, or through counsel, at his or her own expense, at the Fairness Hearing. Except as the Court may order otherwise, no objection to the Settlement shall be heard, and no papers, briefs, pleadings, or other documents submitted by any objector shall be received and considered by the Court unless such objector file in the Data Breach Action the objection, together with any briefs, papers, statements, or other materials the Settlement Class Member or other person wishes the Court to consider, within sixty (60) calendar days following the Notice Date, with the caption *In Re: 21st Century Oncology Customer Data Security Breach Litigation*, Case No. 8:16-md-2737-MSS-AEP, including: (i) the Settlement Class Member's full name, current mailing address and telephone number; (ii) a signed statement that he or she believes himself or herself to be a member of the Settlement Class; (iii) the specific grounds for the objection; (iv) all documents or writings that the Settlement Class Member desires the Court to consider; and (v) a statement regarding whether they (or counsel of their choosing) intend to appear at the Fairness Hearing. A copy of the objection must also be mailed to the following four addresses, postmarked within sixty (60) days of the Notice Date.

Court	Class Counsel	Defendants' Counsel
Clerk of the Court United States District Court Middle District of Florida 801 North Florida Avenue Tampa, Florida 33602	Cari C. Laufenberg c/o 21st Century Data Breach Settlement KELLER ROHRBACK L.L.P. 1201 Third Avenue Suite 3200 Seattle, Washington 98101 Daniel S. Robinson c/o 21st Century Data Breach Settlement ROBINSON CALCAGNIE, INC. P.O. Box 2350 Newport Beach, CA 92658- 8962	Casie D. Collignon BAKER & HOSTETLER LLP 1801 California Street Suite 4400 Denver, Colorado 80202

All written objections must be postmarked no later than the Objection Deadline. Any objector who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and forever be barred from making any such objections in the Data Breach Action.

J. Modification or Termination of the Agreement

1. The Class Representatives collectively (on behalf of the Settlement Class Members) and Defendants shall have the right to terminate this Agreement by providing written notice of their or its election to do so (“Termination Notice”) within seven (7) days of (i) the Court’s refusal to grant Preliminary Approval of the Agreement in any material respect; or (ii) within fourteen (14) days of any of the following: (i) the Court’s refusal to enter the Judgment in any material respect, or (ii) the date upon which the Judgment is modified or reversed in any material respect by any appellate or other court.

2. In addition, the terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect

such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

3. In the event that a party exercises his/her/its option to withdraw from, rescind, revoke, and/or terminate this Agreement pursuant to any provision herein, then the Settlement proposed herein shall become null and void (with the exception of Paragraphs IV.D.2. herein) and shall have no legal effect and may never be mentioned at trial or in dispositive or class motions or motion papers (except as necessary to explain the timing of the procedural history of the Action), and the Parties will return to their respective positions existing immediately before the execution of this Agreement.

4. Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Settlement Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs.

K. Service Awards

1. Class Representatives and Class Counsel may seek Service Awards to be awarded to the Class Representatives. Any requests for such awards must be filed at least twenty-one (21) days before the deadline for filing objections to the Settlement. Defendants agree not to

oppose requests for Service Awards to the extent they do not exceed two thousand five hundred dollars and no cents (\$2,500.00) per Class Representative.

2. The Settlement Administrator shall pay the Service Awards approved by the Court to the Class Representatives from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, five (5) business days after the Effective Date.

3. In the event the Court declines to approve, in whole or in part, the payment of the Service Awards in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of Service Awards shall constitute grounds for cancellation or termination of this Agreement.

L. Fee Award and Costs

1. Class Counsel may file a motion for an award of the Fee Award and Costs to be paid from the Settlement Fund. The motion must be filed at least twenty-one (21) days before the deadline for filings objections to the Settlement. Defendants agree not to oppose a request for an award of attorneys' fees and Litigation Costs that does not exceed three million and seven hundred and fifty thousand dollars and no cents (\$3,750,000.00). Prior to the disbursement or payment of the Fee Award and Costs under this Agreement, Class Counsel shall provide to Defendants and the Settlement Administrator a properly completed and duly executed IRS Form W-9. Fee Award and Costs shall be paid by the Settlement Administrator, in the amount approved by the Court.

2. Any Fee Award and Costs approved by the Court shall be due and payable within thirty (30) days after the Effective Date of Settlement.

3. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' Counsel and any other attorneys for Plaintiffs. Defendants shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

4. The Settlement is not conditioned upon the Court's approval of the Fee Award and Costs or the Service Awards.

M. Judgment

1. This Agreement is subject to and conditioned upon the issuance by the Court of the Judgment, which will grant final approval of this Agreement and among other things shall:

a. Dismiss the Action with prejudice and without costs, except as contemplated by this Agreement;

b. Decree that neither the Judgment nor this Agreement constitutes an admission by the Defendants of any liability or wrongdoing whatsoever;

c. Bar and enjoin all Releasing Parties from asserting against any of the Released Parties any and all Released Claims;

d. Release each Released Party from any and all Released Claims;

e. Determine that this Agreement is entered into in good faith and represents a fair, reasonable, and adequate settlement that is in the best interests of the members of the Settlement Class; and

f. Preserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants and all Participating Settlement Class Members, to administer, supervise, construe, and enforce this Agreement in accordance with its terms for the mutual benefit of the Parties, but without affecting the finality of the Judgment.

N. Representation and Warranties

1. Each signatory to this Agreement represents and warrants (i) that he, she, or it has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein, (ii) that the execution, delivery and performance of this Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (iii) that this Agreement has been duly and validly executed and delivered by each signatory, and constitutes its legal, valid and binding obligation.

2. Defendants will provide to the Settlement Administrator the Settlement Class List containing the list of persons to whom Defendants provided notice of the Data Breach. Defendants represents that the number of Class Members (2,213,597) is accurate based on Defendants' investigation of individuals potentially affected by the Data Breach.

O. No Admission of Liability or Wrongdoing

1. This Agreement, whether or not consummated, and any negotiations, proceedings or agreements relating to this Agreement, and any matters arising in connection with settlement negotiations, proceedings, or agreements:

a. Shall not be admissible in any action or proceeding for any reason, other than an action to enforce the terms hereof;

b. Shall not be described as, construed as, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiffs; the validity of any claim that has been or could have been asserted in the Action or in any litigation; the deficiency

of any defense that has been or could have been asserted in the Action or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties; and

c. Shall not be described as or construed against the Released Parties, Plaintiffs, or any Settlement Class Members as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been awarded to said Plaintiffs or the members of the Settlement Class after trial.

P. Miscellaneous Provisions

1. Entire Agreement. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. Each of the Parties to this Agreement acknowledges that no other Party to this Agreement, nor any agent or attorney of any such party, has made any promise, representation, or warranty, express or implied, not contained in this Agreement to induce either party to execute this Agreement. Neither Party is relying on the other Party or their agents or attorneys and rather each Party decided to resolve the dispute in their own independent determination and judgment. This Agreement may not be changed, modified, or amended, except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

2. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Florida, applied without regard to laws applicable to choice of law.

3. Execution by Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent via email shall be treated as original signatures and shall be binding.

4. Notices. Any notice, instruction, application for Court approval or application for Court orders sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Defendants to the attention of Defendants’ Counsel, or if to Plaintiffs or the Settlement Class to Class Counsel, or to other recipients as the Court may specify. All notices to the Parties or counsel required by this Agreement shall be made in writing and communicated by mail and email to the following addresses:

If to Plaintiffs or Class Counsel:	If to Defendants or Defendants’ Counsel:
Cari C. Laufenberg <i>claufenberg@kellerrohrback.com</i> Keller Rohrback L.L.P. 1201 Third Avenue, Suite 3200 Seattle, WA 98101 Daniel S. Robinson <i>drobenson@robinsonfirm.com</i> Robinson Calcagnie Inc. 19 Corporate Plaza Dr. Newport Beach, CA 92660	Casie D. Collignon <i>ccollignon@bakerlaw.com</i> Paul G. Karlsgodt <i>pkarlsgodt@bakerlaw.com</i> 1801 California Street, Suite 4400 Denver, CO 80202

5. Press Releases. Plaintiffs agree not to issue any formal or informal press releases relating in any way to this Agreement unless 21st Century, upon reviewing a final written draft of the proposed press release, provides its express written consent.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, and legal representatives of each of the Parties hereto.

7. Construction. For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

8. Severability. The waiver or breach by one Party of any provision of this Agreement shall not be deemed a waiver or breach of any other provision of this Agreement.

9. Integration of Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement and are hereby incorporated and made a part of the Agreement.

10. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11. Taxability. Defendants do not make and have not made any representations regarding the taxability of any Settlement Benefit, Fee Award, and/or any other payments made pursuant to this Agreement. Plaintiffs, Class Representatives, and Class Counsel (on behalf of themselves and the Settlement Class Members) represent that that they have not relied upon any representation of any of the Defendants or their attorneys or the Settlement Administrator on the subject of taxability of any consideration provided under this Agreement. Plaintiffs, Class Representatives, and Class Counsel (on behalf of themselves and the Settlement Class Members) understand and expressly agree that any income or other tax, including any interest, penalties or other payment obligations ultimately determined to be payable from or with respect to any Settlement Benefit, Fee Award, and/or any other payments made pursuant to this Agreement, as well as any state or federal reporting obligations imposed on them arising therefrom or attributable thereto, shall not be Defendants' responsibility.

12. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

13. Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below:

Dated: 8/12, 2020

BAKER & HOSTETLER LLP

By: 
Casie D. Collignon
Paul G. Karlsgodt

Attorneys for 21st Century Oncology Investments, LLC and 21st Century Oncology of California, a Medical Corporation

Dated: 8/12, 2020

KELLER ROHRBACK L.L.P.

By: 
Cari C. Laufenberg

Dated: 8/12, 2020

ROBINSON CALCAGNIE, INC.

By: 
Daniel S. Robinson

Interim Co-Lead Counsel for the Class

EXHIBIT A

CLAIM FORM FOR 21ST CENTURY ONCOLOGY DATA BREACH BENEFITS

In Re: 21st Century Oncology Customer Data Security Breach Litigation,
Case No. 8:16-md-2737-MSS-AEP (M.D. Fla.)

YOU MAY USE THIS FORM TO MAKE A CLAIM FOR CREDIT MONITORING AND INSURANCE SERVICES AND/OR CASH PAYMENTS FOR REIMBURSEMENT OF FRAUD/OUT-OF-POCKET COSTS, DOCUMENTED TIME, AND/OR DEFAULT TIME

The DEADLINE to submit this Claim Form is: [120 DAYS FROM NOTICE DATE]

I. GENERAL INSTRUCTIONS

If you are one of the approximately 2,213,597 patients of 21st Century Oncology Investments, LLC or 21st Century Oncology of California, a Medical Corporation (together, “21st Century Oncology” or “Defendants”) who were notified in March 2016 about a data breach that occurred on or about October 3, 2015, where 21st Century Oncology patients’ personally identifiable information and/or protected health information, including names, Social Security numbers, physicians’ names, medical diagnoses, treatment information, and insurance information, may have been accessed by an unauthorized party (the “Data Breach”), you are a Settlement Class Member and entitled to participate in the Settlement. If you received a notice about this class action Settlement addressed to you, then the Settlement Administrator has already determined that you are a Settlement Class Member. If you are not sure whether you are a Settlement Class Member, you may go to the Settlement website at www.21COSettlement.com, or email the Settlement Administrator at info@21COSettlement.com.

As a Settlement Class Member, you are eligible to receive two years of free Credit Monitoring and Identity Theft Insurance Services (“Credit Monitoring and Insurance Services”); a cash payment of up to \$40 for up to 2 hours of time fairly traceable to the Data Breach valued at up to \$20 per hour (“Default Time”); a cash payment of up to \$260 for up to 13 hours of additional time spent fairly traceable to the Data Breach valued at up to \$20 per hour (“Documented Time”); and a cash payment of up to \$10,000 for documented losses and/or expenditures fairly traceable to the Data Breach (“Fraud/Out-of-Pocket Costs”).

The free Credit Monitoring and Insurance Services offered is the Individual Total Plan provided by Identity Guard, valued at \$16.67 per month. If you are already subscribed to the Individual Total Plan with Identity Guard, two additional years will be added to your current plan for free.

CASH PAYMENTS AMOUNTS MAY BE REDUCED *PRO RATA* (PROPORTIONATELY) DEPENDING ON HOW MANY PEOPLE SUBMIT SUCH CLAIMS. Additional payments may also be sent if the settlement amount is not exhausted. Complete information about the Settlement and its benefits are available at www.21COSettlement.com.

This Claim Form may be submitted online at www.21COSettlement.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, to:

[Admin Contact Info]

Questions? Go to www.21COSettlement.com or call 1-888-888-8888.

V. DOCUMENTED TIME PAYMENT

In addition to Credit Monitoring and Insurance Services, a Default Time Payment, and reimbursement of Fraud/Out-of-Pocket Costs, you may file a claim for a payment for Documented Time for \$20 per hour for up to thirteen hours of additional time you spent remedying or attempting to remedy issues fairly traceable to the Data Breach, including, for example: time spent on any identity theft or fraud, bank fees, card cancellations, credit card fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit monitoring or identity theft protection, placing a freeze or alert on credit reports, and replacing a driver's license, state identification card, or Social Security number.

To make a claim for Documented Time: (i) state, in the space provided below, the number of additional hours (up to thirteen) you spent addressing or remedying issues caused by the Data Breach; (ii) sign the attestation at the end of this Claim Form; and (iii) submit Reasonable Documentation supporting your claimed time. Documented Time will be deemed fairly traceable to the Data Breach by the Settlement Administrator if the Documented Time occurred on or after October 3, 2015, and the Settlement Administrator determines the Documented Time incurred are fairly traceable to the type of information disclosed in the Data Breach.

Number of additional hours spent remedying issues fairly traceable to the Data Breach (up to 13):

If you do not submit Reasonable Documentation supporting a Documented Time Payment claim, or your claim for Documented Time is rejected by the Settlement Administrator for any reason and you do not cure the defect, you may still receive a Default Time Payment.

VI. REIMBURSEMENT FOR FRAUD/OUT-OF-POCKET COSTS

In addition to Credit Monitoring and Insurance Services and a Default Time Payment, you may also seek reimbursement for up to \$10,000 of Fraud/Out-of-Pocket Costs you incurred that are fairly traceable to the Data Breach. Fraud/Out-of-Pocket Costs include, for example: late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, costs to replace a driver's license, state identification card, or social security number, or losses incurred as a result of documented identity theft or fraud, which are attributable to the Data Breach at issue in this Action.

In order to make a claim for Fraud/Out-of-Pocket Costs you must (i) fill out the information below and/or on a separate sheet submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form (section VII); and (iii) include Reasonable Documentation supporting each claimed cost along with this Claim Form. Fraud/Out-of-Pocket Costs will be deemed fairly traceable to the Data Breach by the Settlement Administrator if the Fraud/Out-of-Pocket Costs occurred on or after October 3, 2015 and the Settlement Administrator determines the Fraud/Out-of-Pocket Costs are fairly traceable to the information disclosed in the Data Breach.

EXHIBIT B

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION	Case No: 8:16-md-2737-MSS-AEP MDL No. 2737
This Document Relates to All Cases	

[PROPOSED] ORDER FOR FINAL JUDGMENT

WHEREAS, the Parties to the above-described class action (“Action”) entered into a Class Action Settlement Agreement and Release (the “Settlement” or Settlement Agreement”);

WHEREAS, on _____, 2020, the Court entered an Order Preliminarily Approving Settlement, which, *inter alia*: (i) preliminarily approved the Settlement; (ii) determined that, for purposes of the Settlement only, the Action should proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of a class defined as “All persons to whom 21st Century sent notification that their personally identifiable information and/or protected health information may have been disclosed in the Data Breach (as defined in Plaintiffs’ Amended Consolidated Class Action Complaint, ECF No. 191), excluding (1) any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff; (2) the Defendants, any entity in which the Defendants have a controlling interest, and the Defendants’ officers, directors, legal representatives, successors, subsidiaries, and assigns; (3) any individual who timely and validly requests to be excluded from the Settlement Class; and (4) the successors or assigns of any such excluded Persons,” (the

“Settlement Class”); (iii) appointed Plaintiffs¹ as Class Representatives; (iv) appointed Cari Campen Laufenberg, of Keller Rohrback L.L.P., and Daniel S. Robinson, of Robinson Calcagnie, Inc., as Class Counsel; (v) approved the forms and manner of notice of the Settlement to members of the Settlement Class (“Settlement Class Members”); (vi) directed that appropriate notice of the Settlement be given to the Settlement Class; and (vii) set a hearing date to consider final approval of the Settlement;

WHEREAS, a notice of the Settlement was provided to Settlement Class Members in accordance with the Court’s Preliminary Approval Order, including by individual mailed Notice to all Class Members;

WHEREAS, a notice of Settlement was mailed to government officials as described in 28 U.S.C. § 1715;

WHEREAS, on _____, 2021, at _____m., at the United States District Court for the Middle District of Florida, United States Courthouse, 801 North Florida Avenue, Courtroom 7A, Tampa, FL 33602, the Honorable Mary S. Scriven held a hearing to determine whether the Settlement was fair, reasonable, and adequate to the Class (“Final Fairness Hearing”); and

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

THE COURT HEREBY FINDS AND CONCLUDES that:

¹ Plaintiffs include the Estate of Robert Russell, Valerie Corbel, Roxanne Haatvedt, Veneta Delucchi, Carl Schmitt, Matthew Benzion, Kathleen LaBarge, Stacey Schwartz, Timothy Meulenberg, Stephen Wilbur, Judy Cabrera, Jackie Griffith, Sharon MacDermid, and Steven Brehio.

1. This Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all Class Members.

2. This Order incorporates the definitions in the Settlement Agreement, and all terms used in the Order have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein.

3. The Notice given to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances of this Action and constituted due and sufficient notice of the proceedings and matters set forth therein, including of the Settlement, to all persons entitled to notice. The notices fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules.

4. The notice to government officials, as given, complied with 28 U.S.C. § 1715.

5. The Settlement set forth in the Settlement Agreement (i) is in all respects fair, reasonable, and adequate to the Settlement Class, (ii) was the product of informed, arm's-length negotiations among competent, able counsel, and (iii) was made based upon a record that is sufficiently developed and complete to have enabled the Class Representatives and Defendants to adequately evaluate and consider their positions.

6. The Settlement Benefits described in the Notice to Class Members are fair, reasonable, and adequate.

7. The Class Representatives have fairly and adequately represented the interests of Settlement Class Members in connection with the Settlement.

8. The persons and entities who have timely and validly filed Requests for Exclusion from the Class are identified in Exhibit 1 attached hereto ("Excluded Persons").

9. The Class Representatives and the Settlement Class Members, and all and each of

them, are hereby bound by the terms of the Settlement set forth in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that:

1. The Settlement set forth in the Settlement Agreement is fair, reasonable and adequate to the Settlement Class. Accordingly, the Court authorizes and directs implementation of all terms and provisions of the Settlement Agreement.

2. All Parties to this Action, and all Settlement Class Members, are bound by the Settlement as set forth in the Settlement Agreement and this Order. Excluded Persons identified in Exhibit 1 are no longer parties to this Action and are not bound by the Settlement Agreement or the Settlement.

3. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits, and without taxation of costs in favor of or against any Party.

4. The Class Representatives and all Settlement Class Members, including those submitting or not submitting a claim for a Settlement Benefits, and each of their respective spouses, children, heirs, associates, co-owners, attorneys, agents, administrators, executors, devisees, predecessors, successors, assignees, representatives of any kind, shareholders, partners, directors, employees or affiliates (collectively, the "Releasing Parties"), release, acquit, and forever discharge Defendants and 21st Century Oncology Holdings, LLC and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, investors, owners, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers (including, but not limited to, Beazley USA, underwritten by Certain Underwriters at Lloyd's, Syndicates 2623/623, (collectively referred to as "Beazley") subscribing to policy No W140E2150301, Charter Oak Fire Insurance Company and Travelers Property Casualty Company of America),

reinsurers, subrogees, and assigns of any of the foregoing, as well as Plaintiffs and Class Counsel (collectively, “Released Parties”), from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, breach of contract, breach of the duty to settle or indemnify, breach of the covenant of good faith and fair dealing, punitive damages, attorneys’ fees, costs, interest, expenses, or any other claim that in any way whatsoever relates to the Data Breach) that the Releasing Parties had or have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that have been or could have been asserted in the Action or in any other action or proceeding before any court, arbitrator(s), tribunal or administrative body (including but not limited to any state, local or federal regulatory body), regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action (collectively, the “Released Claims”).

5. The Class Representatives and all Settlement Class Members are hereby barred and permanently enjoined from instituting, asserting or prosecuting any or all of the Released Claims against any of the Released Parties.

6. The Settlement Benefits as described in the Notice to Settlement Class Members

are hereby approved, subject to modification by further order of this Court, which may, at the discretion of the Court, be entered without further notice to the Settlement Class. Any order or proceedings relating to the Plan of Distribution or amendments thereto shall not operate to terminate or cancel the Settlement Agreement or affect the finality of this Order approving the Settlement.

7. The Court hereby decrees that neither the Settlement nor this Order nor the fact of the Settlement is an admission or concession by Defendants or the Released Parties of any fault, wrongdoing or liability whatsoever, or as an admission of the appropriateness of class certification for trial or dispositive motion practice. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption or inference against Defendants or the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Settlement Agreement or to support a defense based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense.

8. Class Counsel are awarded attorneys' fees in the amount of \$_____, and reimbursement of Litigation Costs in the amount of \$_____, such amounts to be paid from out of the Settlement Fund in accordance with the terms of the Settlement. Of the Settlement Fund, \$_____, may be paid to each Class Representatives as a Service Award.

9. The Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions from the Settlement Fund; (b) the Action, until the Effective Date and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms and conditions of the Settlement Agreement, including the exhibits appended

thereto; and (c) all Parties, for the purpose of enforcing and administering the Settlement Agreement and the Settlement.

10. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

11. In the event that the Judgment does not become final in accordance with ¶ IV.J. of the Settlement Agreement, then the final Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement, and this Order shall be vacated. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void. In such event, the Action shall return to its status immediately prior to execution of the Settlement Agreement.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Entered this ____ day of _____, 2020.

MARY S. SCRIVEN
United States District Judge

EXHIBIT C

In Re: 21st Century Oncology Customer Data Security Breach Litigation
U.S. District Court, Middle District of Florida, Case Number 8:16-md-2737-MSS-AEP

Notice of 21st Century Oncology Data Breach Class Action Settlement

A federal court has authorized this Notice. This is not a solicitation from a lawyer. Please read this Notice carefully and completely, as it may affect your legal rights.

IMPORTANT MESSAGE FROM THE COURT

To receive your check for up to \$40 from this Settlement, simply tear off and mail the Claim Form attached to the postcard you received (postage is prepaid). To receive your two free years of Credit Monitoring and Identity Theft Insurance from Identity Guard, please include a valid email address on the postcard before mailing. You may be eligible to receive additional benefits from the Settlement—please read below or go to www.21COSettlement.com and submit a Claim Form using your Claim Number (located on the postcard notice you received).

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A proposed Settlement has been reached with 21st Century Oncology Investments, LLC and 21st Century Oncology of California, a Medical Corporation (together, “21st Century Oncology” or “Defendants”) relating to the data breach 21st Century Oncology announced in March 2016 (the “Data Breach”).
- If you received a notice from 21st Century Oncology in or around March 2016 about the Data Breach, you are included in this Settlement as a “Settlement Class Member.”
- Under the Settlement, 21st Century Oncology has agreed to establish a Settlement Fund to pay for (1) credit monitoring and identity theft protection and insurance; (2) cash payment of up to \$40 for two hours of time fairly traceable to the Data Breach, valued at \$20 per hour; (3) cash payment of up to \$260 for up to an additional thirteen hours of documented time fairly traceable to the Data Breach, valued at \$20 per hour; (4) cash payment of up to \$10,000 for documented losses and/or out-of-pocket costs fairly traceable to the Data Breach; and (5) the costs of the settlement administration, court-approved attorneys’ fees and expenses, and service awards for Class Representatives.
- The Court in charge of this case has granted preliminary approval of the Settlement, but has not yet decided whether to grant final approval of the Settlement. No Settlement benefits or payments will be provided unless the Court grants final approval of the Settlement and the Settlement becomes final.
- **These rights and options—and the deadlines to exercise them—are explained in this Notice. If you are a Settlement Class Member, your legal rights will be affected whether or not you take action.** Please read this entire Notice carefully.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.21COSettlement.com or call **1-888-888-8888.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
ACTION	EXPLANATION	DEADLINE
SUBMIT A CLAIM FORM AND OBTAIN BENEFITS UNDER THE SETTLEMENT	Submitting a Claim Form is the only way that you can receive any of the benefits provided by this Settlement, including credit monitoring and insurance services, reimbursement of losses or out-of-pocket costs, and money for time spent addressing issues fairly traceable to the Data Breach. If you submit a Claim Form, you will give up the right to sue the Defendants and certain related parties in any separate lawsuit about the legal claims this Settlement resolves.	Claims must be filed on or before Month DD, YYYY.
EXCLUDE YOURSELF FROM THE SETTLEMENT	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendants, or certain related parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any benefits from this Settlement.	Requests for exclusion must be mailed on or before Month DD, YYYY.
OBJECT TO OR COMMENT ON THE SETTLEMENT	You may object to the Settlement by filing a statement with the Court and informing it why you don't think the Settlement should be approved and mailing a copy of the statement to the addresses set forth below. You can also write to the Court to provide comments or reasons why you support the Settlement. If you object, you may also submit a Claim Form to receive Settlement benefits, and you will give up the right to sue the Defendants in a separate lawsuit about the legal claims this Settlement resolves.	Objections must be filed and mailed on or before Month DD, YYYY.
ATTEND THE FINAL FAIRNESS HEARING ON MONTH DD, YYYY	You may attend the Final Fairness Hearing where the Court may hear arguments concerning the approval of the Settlement. If you wish to speak at the Final Fairness Hearing, you must file a request to do so or include such a request in your filed objection. You are <u>not</u> required to attend the Final Fairness Hearing.	
DO NOTHING	If you do nothing, you will not receive any of the Settlement benefits and you will give up your rights to sue Defendants and certain related parties for the claims this Settlement resolves.	

BASIC INFORMATION

1. Why did I get this Notice?

A federal court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options,

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.21COSettlement.com or call 1-888-888-8888.

before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Honorable Mary S. Scriven of the United States District Court for the Middle District of Florida, Tampa Division is overseeing this class action. The case is known as *In re 21st Century Oncology Customer Data Security Breach Litigation*, Case No. 8:16-md-2737-MSS-AEP (the “Action”). The people who filed this lawsuit are called the “Plaintiffs,” and the companies they sued, 21st Century Oncology Investments, LLC and 21st Century Oncology of California, a Medical Corporation, are called the “Defendants.”

2. What is this lawsuit about?

In March 2016, 21st Century Oncology announced that, on or about October 3, 2015, an unauthorized party potentially accessed the personally identifiable information and protected health information of approximately 2.2 million patients of 21st Century Oncology, including their names, Social Security numbers, physicians’ names, medical diagnoses, treatment information, and insurance information.

The Plaintiffs claim that Defendants failed to adequately protect their information and that they were injured as a result. Defendants deny any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. The Defendants deny the claims made by the Plaintiffs in the Action. By entering into the Settlement, the Defendants are not admitting any wrongdoing.

3. Why is this a class action?

In a class action, one or more people called the Class Representatives sue on behalf of all people who have similar claims. Together all of these people are called a Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who exclude themselves from the Class.

The fourteen Class Representatives in this case are Phillip Russell, executor of the estate of Robert Russell; Valerie Corbel; Roxanne Haatvedt; Veneta Delucchi; Carl Schmitt; Matthew Benzion; Kathleen LaBarge; Stacey Schwartz; Timothy Meulenberg; Stephen Wilbur; Judy Cabrera; Jackie Griffith; Sharon MacDermid; and Steven Brehio.

4. Why is there a Settlement?

The Class Representatives and the Defendants do not agree about the claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Class Representatives or the Defendants. Instead, the Class Representatives and the Defendants have agreed to settle the Action. The Class Representatives and the attorneys for the Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by the Defendants.

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5. How do I know if I am part of the Settlement?

If you received a postcard Notice of this Settlement, you have been identified as a Settlement Class Member. More specifically, you are a Settlement Class Member, and you are affected by this Settlement, if you received a notice from 21st Century Oncology in or around March 2016 concerning the Data Breach.

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

Yes, the Settlement does not include (1) any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff; (2) the Defendants, any entity in which the Defendants have a controlling interest, and the Defendants' officers, directors, legal representatives, successors, subsidiaries, and assigns; (3) and any individual who timely and validly requests to be excluded from the Settlement Class and the successors or assigns of any such excluded Persons.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement website at www.21COSettlement.com or email the Settlement Administration at info@21COSettlement.com.

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide Settlement Class Members with the following benefits:

- **Two years of comprehensive Credit Monitoring and Insurance Services** through Identity Guard;
- **Cash payment of up to \$40 for Default Time**, for two hours of time valued at up to \$20 per hour;
- **Cash payment of up to \$260 for Documented Time**, for up to an additional thirteen hours of documented time fairly traceable to the Data Breach, valued at up to \$20 per hour; and
- **Cash payment of up to \$10,000 for Fraud/Out-of-Pocket Costs**, for documented losses and/or out-of-pocket costs fairly traceable to the Data Breach.

9. Tell me more about the Credit Monitoring and Insurance Services.

Credit Monitoring and Insurance Services provides a way to protect yourself from unauthorized use of your information. If you already have credit monitoring services, you may still sign up for this additional protection. The Credit Monitoring and Insurance

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Services are being provided by Identity Guard. These Credit Monitoring and Insurance Services include:

- Three Bureau Credit Monitoring providing notice of changes to your profile;
- Real Time Instant Authentication Alerts when someone attempts to make a change to your personal account information within Identity Guard's network;
- LexisNexis Authentication Alerts utilizing LexisNexis' database of legal, governmental and newsworthy incidents which looks through payday-loan providers and court records, and also monitors the top 10 largest U.S. financial institutions, for attempted or actual fraudulent use of your information;
- Dark Web Monitoring providing notification if your social security number, credit card numbers, financial account numbers, health insurance number, and more are found on the Dark Web;
- Threat Alerts powered by IBM Watson providing proactive alerts about potential threats relevant to you found by IBM Watson's AI (for example, breaches, phishing scams, and malware vulnerabilities);
- Customer Support and Victim Assistance provided by Identity Guard;
- \$1 million reimbursement insurance from AIG covering losses due to identity theft with stolen funds reimbursement and \$1 million identity theft insurance;
- Anti-Phishing & Safe Apps for iOS & Android Mobile devices; and
- Safe browsing software for PC & Mac to help protect your computer against malicious content with an add-on for your Safari, Chrome, and Firefox web browsers that delivers proactive malware protection by blocking various malware delivery channels including phishing, malvertisements, and Flash, as well as content and tracking cookies to help protect personal information.

More information about the Credit Monitoring and Insurance Services being provided by Identity Guard through this Settlement is available at www.identityguard.com/SettlementWebsite.

10. Tell me more about Cash Payments for Default Time.

If you spent time remedying or addressing issues fairly traceable to the Data Breach, you qualify for a cash payment of up to \$20 per hour for two hours of time (up to \$40). This is referred to as the "Default Time."

You are not required to provide Reasonable Documentation with your Claim Form to receive a Default Time payment. If you file a Claim Form for Documented Time and it is

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rejected by the Settlement Administrator and you do not correct it, your claim will remain eligible for Default Time. Payments may be reduced pro rata depending on the number of Settlement Class Members that participate in the Settlement. In the event that payments for Default Time would be less than \$7, the funds for Default Time Payments will instead be used to extend the Credit Monitoring and Insurance Services provided to all Participating Settlement Class Members.

11. Tell me more about Cash Payments for Documented Time.

If you spent time remedying or addressing issues fairly traceable to the Data Breach, including time spent on identity fraud or theft, fraud, bank fees, card cancellations, credit card fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs associated with purchasing credit reports, credit monitoring or identity theft protection, placing a freeze or alert on credit reports, replacing a driver's license, state identification card, or social security number, you may qualify for an additional cash payment of up to \$20 per hour for up to thirteen hours of time (up to \$260).

To receive a Documented Time payment, you will be required to state the actual time spent remedying issues fairly traceable to the Data Breach, swear that the information you are providing is "true and accurate under penalty of perjury," and provide Reasonable Documentation that demonstrates the time spent. Reasonable Documentation may include credit card statements, bank statements, invoices, telephone records, and receipts. Payments may be reduced pro rata depending on the number of Settlement Class Members that participate in the Settlement.

12. Tell me more about Cash Payments for Fraud/Out-of-Pocket Costs.

If you spent money remedying or addressing identity theft or fraud that was fairly traceable to the Data Breach, or if you spent money to protect yourself from future harm because of the Data Breach, you may make a claim for reimbursement of up to \$10,000 in Fraud/Out-of-Pocket Costs. Fraud/Out-of-Pocket Costs consist of unreimbursed costs or losses incurred on or after October 3, 2015, including losses related to identity theft or fraud, which are fairly traceable to the Data Breach. For example, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs associated with purchasing credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, and costs to replace a driver's license, state identification card or a social security number. Other losses or costs fairly traceable to the Data Breach may also be eligible for reimbursement.

13. What is the total value of the Settlement?

The total value of the Settlement is expected to exceed \$12.5 million, consisting of a non-reversionary \$7,850,000 Settlement Fund, as well as at least \$8,856,158.88 in retail value for every 1% of the Settlement Class who submit claims to receive the Credit Monitoring

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and Insurance Services, before taking into account the negotiated costs of providing that service. Thus, if 1% of Settlement Class Members submit a valid claim for Credit Monitoring and Insurance Services, the total value of the Settlement will be approximately \$16,189,158.88. The \$7,850,000.00 Settlement Fund will be used to provide the two years of Credit Monitoring and Insurance Services to each Settlement Class Member who submits a valid claim, cash payment of up to \$40 to each Settlement Class Member who submits a valid claim for Default Time, an additional cash payment of up to \$260 to each Settlement Class Member who submits a valid claim for Documented Time, and cash payment of up to \$10,000 to each Settlement Class Member who submits a valid claim for Fraud/Out-of-Pocket Costs. The Settlement Fund also will be used to pay for a robust class notice, as well as Settlement Administration, Service Awards for the Class Representatives, and any attorneys' fees and costs approved by the Court. Any court-approved attorneys' fees and costs; service awards to the Class Representatives; taxes due on any interest earned by the Settlement Fund, if necessary; and any notice and settlement administration expenses will be paid out of the Settlement Fund; and the balance ("Net Settlement Fund") will be used to pay for the above benefits.

14. What am I giving up to get a Settlement payment or stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against Defendants or related parties about the legal issues in this Action that are resolved by this Settlement and released by the Class Action Settlement Agreement and Release ("Settlement Agreement"). The specific rights you are giving up are called Released Claims (see next question).

15. What are the Released Claims?

In exchange for the Settlement, Settlement Class Members agree to release Defendants and 21st Century Oncology Holdings, LLC and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, investors, owners, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers (including, but not limited to, Beazley USA, underwritten by Certain Underwriters at Lloyd's, Syndicates 2623/623, subscribing to policy No W140E2150301, Charter Oak Fire Insurance Company and Travelers Property Casualty Company of America), reinsurers, subrogees, and assigns of any of the foregoing, as well as Plaintiffs and Class Counsel ("Released Parties") from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, breach of contract, breach of the duty to settle or indemnify, breach of the covenant of good faith and fair dealing, punitive damages, attorneys' fees, costs, interest, expenses, or any other claim that in any way whatsoever relates to the Data

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Breach) that the Releasing Parties had or have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined in the Settlement) that have been or could have been asserted in the Action or in any other action or proceeding before any court, arbitrator(s), tribunal or administrative body (including but not limited to any state, local or federal regulatory body), regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action (“Released Claims”).

The Released Claims do not include claims against the cyber attacker(s) who committed the criminal acts involved in the Data Breach and persons or entities that intentionally misuse the information potentially compromised in the Data Breach for unlawful purposes.

More information is provided in the Settlement Agreement which is available at www.21COSettlement.com.

HOW TO GET SETTLEMENT BENEFITS – SUBMITTING A CLAIM FORM

16. How do I make a claim for Settlement Benefits?

Claim Forms may be submitted online at www.21COSettlement.com or mailed to the Settlement Administrator at the address on the form. Claim Forms are also available for download on the Settlement website or you may request one by emailing info@21COSettlement.com or writing to *In re 21st Century Oncology Data Breach Litigation*, P.O. Box _____, _____, _____, ____ - _____. The quickest way to file a claim is online.

If you received a Postcard Notice by mail, please use your Claim Number and the Confirmation Code, located directly above your name, to file your Claim Form online. If you lost or do not know your Claim Number, please email info@21COSettlement.com to obtain it. **The deadline to complete and submit a Claim Form is Month DD, YYYY.**

17. How do I make a claim for Credit Monitoring and Insurance Services?

If you received a postcard Notice in the mail, you may use the Claim Form provided to file a claim for Credit Monitoring and Insurance Services. Simply provide your email address (required to obtain Credit Monitoring and Insurance Services), tear the Claim Form at the perforation, and place it in the mail postmarked on or before **Month DD, YYYY**. If you prefer not to provide your email address on the tear-away Claim Form mailed to you, you may instead submit a Claim Form online or mail a Claim Form to the Settlement Administrator.

You may access the Claim Form, file a claim, and obtain additional information at

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www.21COSettlement.com. Instructions for filling out a claim for Credit Monitoring and Insurance Services are included on the Claim Form. **The deadline to file a claim for Credit Monitoring and Insurance Services is Month DD, YYYY.** You may file a claim for Credit Monitoring and Insurance Services in addition to claims for Default Time, Documented Time, and Fraud/Out-of-Pocket Costs.

18. How do I make a claim for a cash payment for Default Time?

If you received a Notice in the mail, you may use the Claim Form provided to file a claim for a cash payment for Default Time. To file a claim for cash payment of up to \$40 for Default Time spent remedying or addressing issues fairly traceable to the Data Breach, simply check the corresponding box, tear the Claim Form at the perforation, and place it in the mail postmarked on or before **Month DD, YYYY**. If you wish to receive your payment via PayPal instead of a check, simply provide your email address (optional) on the Claim Form. If you would like to receive your payment via PayPal, but would prefer not to provide your email address on the tear-away Claim Form mailed to you, you may instead submit a Claim Form online or mail a Claim Form to the Settlement Administrator.

You may access the Claim Form, file a claim, and obtain additional information at www.21COSettlement.com. Instructions for filling out a claim for Default Time are included on the Claim Form. **The deadline to file a claim for Default Time is Month DD, YYYY.** You may file a claim for Default Time in addition to claims for Credit Monitoring and Insurance Services, Documented Time, and Fraud/Out-of-Pocket Costs.

19. How do I make a claim for a cash payment for Documented Time?

To file a claim for cash payment of up to \$260 for Documented Time spent remedying or addressing issues fairly traceable to the Data Breach, you must submit a valid Claim Form electing to receive a payment for Documented Time. The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

You may access the Claim Form, file a claim, and obtain additional information at www.21COSettlement.com. Instructions for filling out a claim for Documented Time are included on the Claim Form. **The deadline to file a claim for Documented Time is Month DD, YYYY.** You may file a claim for Documented Time in addition to claims for Credit Monitoring and Insurance Services, Default Time, and Fraud/Out-of-Pocket Costs. If your claim for Documented Time is rejected by the Settlement Administrator and you do not correct it, you may still receive compensation for Default Time.

20. How do I make a claim for a cash payment for Fraud/Out-of-Pocket Costs?

To file a claim for a cash payment of up to \$10,000 for reimbursement of Fraud/Out-of-Pocket Costs, you must submit a valid Claim Form electing to receive a payment for Fraud/Out-of-Pocket Costs. The Claim Form requires that you sign the attestation

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regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

You may access the Claim Form, file a claim, and obtain additional information at www.21COSettlement.com. Instructions for filling out a claim for Fraud/Out-of-Pocket Costs are included on the Claim Form. **The deadline to file a claim for Fraud/Out-of-Pocket Costs is Month DD, YYYY.** You may file a claim for Fraud/Out-of-Pocket Costs in addition to claims for Credit Monitoring and Insurance Services, Default Time, and Documented Time.

21. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by emailing info@21COSettlement.com or by writing to *In re 21st Century Oncology Data Breach Litigation*, P.O. Box _____, _____, _____, _____.

22. When and how will I receive the benefits I claim from the Settlement?

If you make a valid claim for Credit Monitoring and Insurance Services, the Settlement Administrator will send you information on how to activate your credit monitoring after the Settlement becomes final. If you received a Notice in the mail, keep it in a safe place, as you will need the unique Claim Number provided on the Notice to activate your Credit Monitoring and Insurance Services at the Identity Guard website.

23. What happens if money remains after all of the Settlement Claims are paid?

None of the money in the \$7.85 million Settlement Fund will be paid back to Defendants. If there is any money left in the Settlement Fund 150 days after the distribution of payments to Settlement Class Members, a subsequent Settlement Payment will be evenly made to all Participating Settlement Class Members with Approved Claims who cashed or deposited their Settlement payment, provided that the average check amount is equal to or greater than seven dollars and no cents (\$7.00). If the average check amount in a distribution would be less than seven dollars and no cents (\$7.00), the remaining Net Settlement Fund will be used to extend the Credit Monitoring and Insurance Services to Participating Settlement Class Members receiving that benefit for as long as possible.

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

Yes, the Court has appointed Cari Campen Laufenberg of Keller Rohrback L.L.P. and Daniel S. Robinson of Robinson Calcagnie, Inc. as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you

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in this Action.

25. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees and expenses of up to \$3,750,000. They will also ask the Court to approve \$2,500 service awards to each of the fourteen Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Settlement Class Members. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees, expenses, and service awards will be made available on the Settlement website at www.21COSettlement.com before the deadline for you to comment or object to the Settlement. You can also request a copy of the application by contacting the Settlement Administrator by emailing info@21COSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Defendants on your own, based on the claims raised in this Action or released by the Released Claims, then you must take steps to exclude yourself or "opt-out" of the Settlement.

26. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion (1) must be in writing; (2) must identify the case name *In Re: 21st Century Oncology Customer Data Security Breach Litigation*, Case No. 8:16-md-2737; (3) must state the full name, current mailing address, and telephone number of the Settlement Class Member(s) seeking exclusion; (4) must be physically signed by the Person(s) seeking exclusion; and (5) must contain a statement to the effect that "I/We hereby request to be excluded from the proposed Settlement Class in *In Re: 21st Century Oncology Customer Data Security Breach Litigation*, Case No. 8:16-md-2737." The Request for Exclusion must be addressed to the Settlement Administrator at the address below and postmarked no later than **Month DD, YYYY**.

In Re: 21st Century Oncology Data Breach Litigation

_____, __, ____-____

You cannot exclude yourself online, by telephone, or by email.

27. If I exclude myself, can I still get Credit Monitoring and Insurance Services and a cash payment?

No. If you exclude yourself, you are telling the Court that you don't want to be part of the

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Settlement. The only way to obtain settlement benefits including Credit Monitoring and Insurance Services and a cash payment is to remain a Settlement Class Member and submit a valid Claim Form.

28. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants and Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue your own lawsuit or be part of any other lawsuit against the Defendants or any of the Released Parties. If you have a pending lawsuit, consult with your attorney in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

If you do not exclude yourself and you are a Settlement Class Member, you can tell the Court that you do not agree with all or any part of the Settlement. You can give reasons why you think the Court should not approve the Settlement. To object, you must file a signed statement with the Clerk of the United States District Court for the Middle District of Florida, United States District Court, 801 North Florida Avenue, Tampa, Florida 33602, (1) stating that you believe you are a member of the Settlement Class, and that you object to the Settlement in *In Re: 21st Century Oncology Customer Data Security Breach Litigation*, Case No. 8:16-md-2737, (2) including your full name, current mailing address, and telephone number; (3) stating the specific reasons you are objecting to the Settlement; (4) stating whether you or your attorney intends to appear at the Final Fairness Hearing; and (5) attaching all documents or writings that you wish the Court to consider. You must also mail a copy of your objection to the following four places postmarked no later than **Month DD, YYYY**:

Court	Class Counsel	Defendants' Counsel
Clerk of the Court United States District Court Middle District of Florida 801 North Florida Avenue Tampa, Florida 33602	Cari C. Laufenberg c/o 21st Century Data Breach Settlement KELLER ROHRBACK L.L.P. 1201 Third Avenue Suite 3200 Seattle, Washington 98101 Daniel S. Robinson c/o 21st Century Data Breach Settlement ROBINSON CALCAGNIE, INC. P.O. Box 2350 Newport Beach, CA 92658	Casie D. Collignon BAKER & HOSTETLER LLP 1801 California Street Suite 4400 Denver, Colorado 80202

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30. What is the difference between objecting and requesting exclusion?

Objecting is informing the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is informing the Court you do not want to be part of the Settlement Class or participate in the Settlement. If you exclude yourself, you cannot object to the Settlement.

THE FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing on **Month DD, YYYY at HH:MM .m.** before the Honorable Mary S. Scriven, United States District Judge for the Middle District of Florida, 801 North Florida Avenue, Courtroom 7A, Tampa, Florida 33602.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and decide whether to grant final approval of the Settlement, approve Class Counsel's application for attorneys' fees and expenses as well as service awards to the Class Representatives. If there are objections, the Court will consider them. The Court will also hear from people who have asked to speak at the hearing.

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file and mail an objection, you do not have to attend the hearing. As long as you file and mail your written objection on time and as set forth above, it will be considered by the Court.

33. May I speak at the Final Fairness Hearing?

Yes. If you wish to attend and speak at the Final Fairness Hearing, you must file with the Court and Counsel for the Parties a Notice of Intention to Appear. The deadlines and instructions for filing and Notice of Intention to Appear can be found in Question 29 above.

If you filed an objection, you must indicate whether you intend to appear in your objection (see Question 29). Your objection must state whether it is your intention to appear at the Final Fairness Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Fairness Hearing. If you plan to have your attorney speak for you at the Final Fairness Hearing, your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

34. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will remain a member of

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the Settlement Class but will not receive any Settlement benefits. You will also give up rights explained in Questions 14 and 15, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or any of the Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

35. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement itself. The Settlement Agreement and other related documents are available at www.21COSettlement.com or by writing to *In re 21st Century Oncology Data Breach Litigation*, P.O. Box _____, _____, _____-_____. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Middle District of Florida or reviewing the Court's online docket.

If you have questions you may contact Class Counsel at:

Keller Rohrback L.L.P.
c/o 21st Century Data Breach Settlement
1201 Third Avenue
Suite 3200
Seattle, Washington 98101

Robinson Calcagnie, Inc.
c/o 21st Century Data Breach Settlement
P.O. Box 2350
Newport Beach, CA 92658-8962

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE. THE COURT CANNOT ANSWER ANY QUESTIONS.

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EXHIBIT D

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

IN RE: 21ST CENTURY ONCOLOGY
CUSTOMER DATA SECURITY BREACH
LITIGATION

Case No: 8:16-md-2737-MSS-AEP

MDL No. 2737

This Document Relates to All Cases

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION

SETTLEMENT

WHEREAS, the Parties to the above-described class action (“Action”) have applied for an order, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, regarding certain matters in connection with a proposed settlement of the Action, in accordance with a Class Action Settlement Agreement and Release (the “Settlement” or Settlement Agreement”) entered into by the Parties as of August 12, 2020 (which, together with its exhibits, is incorporated herein by reference) and dismissing the Action upon the terms and conditions set forth in the Settlement Agreement;

WHEREAS, the Court has jurisdiction over this litigation, Plaintiffs, 21st Century, and Settlement Class Members, and any party to any agreement that is part of or related to the Settlement.

WHEREAS, all defined terms used in this Order have the same meanings as set forth in the Settlement;

WHEREAS, Class Counsel have conducted an extensive investigation into the facts and law relating to the matters alleged in the Action;

WHEREAS, the Parties reached a settlement as a result of extensive arms' length negotiations between the Parties and their counsel, occurring over the course of more than two years and three separate, in-person mediation sessions with respected mediators; and

WHEREAS, the Court has carefully reviewed the Settlement Agreement, including the exhibits attached thereto and all files, records, and prior proceedings to date in this matter, and good cause appearing based on the record;

IT IS HEREBY ORDERED that:

The Settlement, including the exhibits attached thereto, are preliminarily approved as fair, reasonable, and adequate, in accordance with Rule 23(e) of the Federal Rules of Civil Procedure, pending a final hearing on the Settlement as provided herein.

1. Stay of the Action. Pending the Fairness Hearing, all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are hereby stayed.

2. Provisional Class Certification for Settlement Purposes Only. For purposes of the Settlement only, the Court finds and determines that the Action may proceed as a class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure, and that: (a) the Settlement Class certified herein is sufficiently numerous, as it include approximately 2.2 million people, and joinder of all such persons would be impracticable, (b) there are questions of law and fact that are common to the Settlement Class, and those questions of law and fact common to the Settlement Class predominate over any questions affecting any individual Settlement Class Member; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class they seek to represent for purposes of settlement; (d) a class action on behalf of the Settlement Class is superior to other available means of adjudicating this dispute; and (e) as set forth below, Plaintiffs and Class Counsel are

adequate representatives of the Settlement Class. Defendants retain all rights to assert that this action may not be certified as a class action, other than for settlement purposes.

3. Class Definition. The Court hereby certifies, for settlement purposes only, a Class defined as “All persons to whom 21st Century sent notification that their personally identifiable information and/or protected health information may have been disclosed in the Data Breach (as defined in Plaintiffs’ Amended Consolidated Class Action Complaint, ECF No. 191), excluding (1) any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff; (2) the Defendants, any entity in which the Defendants have a controlling interest, and the Defendants’ officers, directors, legal representatives, successors, subsidiaries, and assigns; (3) any individual who timely and validly requests to be excluded from the Settlement Class; and (4) the successors or assigns of any such excluded Persons.”

4. Class Representatives. For purposes of the Settlement only, the Court finds and determines, pursuant to Rule 23(a) of the Federal Rules of Civil Procedure, that Plaintiffs¹ (“Class Representatives”) will fairly and adequately represent the interests of the Class in enforcing their rights in the Action and appoints them as Class Representatives. The Court preliminarily finds that they are similarly situated to absent Class Members and therefore typical of the Class, and that they will be adequate class representatives.

5. Class Counsel. For purposes of the Settlement, the Court appoints Cari Campen Laufenberg of Keller Rohrback L.L.P. and Daniel S. Robinson of Robinson Calcagnie, Inc. as Class Counsel to act on behalf of the Class and the Class Representatives with respect to the

¹ Plaintiffs include the Estate of Robert Russell, Valerie Corbel, Roxanne Haatvedt, Veneta Delucchi, Carl Schmitt, Matthew Benzion, Kathleen LaBarge, Stacey Schwartz, Timothy Meulenberg, Stephen Wilbur, Judy Cabrera, Jackie Griffith, Sharon MacDermid, and Steven Brehio.

Settlement. The Court authorizes Class Counsel to enter into the Settlement on behalf of the Class Representatives and the Class, and to bind them all to the duties and obligations contained therein, subject to final approval by the Court of the Settlement.

6. Administration. The firm of Angeion Group is appointed as Settlement Administrator to administer the notice procedure and the processing of claims, under the supervision of Class Counsel.

7. Class Notice. The form and content of the proposed Notice of 21st Century Data Breach Class Action Settlement (“Long Form Notice”), Summary Notice (“Summary Notice”), and Claim Form for 21st Century Data Breach Benefits (“Claim Form”) submitted by the Parties as Exhibits A, C, and E, respectively, to the Settlement Agreement, are hereby approved.

8. Notice Date. The Court directs that the Settlement Administrator cause a copy of the Summary Notice be mailed to all members of the Class who have been identified by Defendants through their records. The mailing is to be made by United States mail, postage prepaid, within sixty (60) calendar days of receiving the Settlement Class List, which Defendants are to provide to the Settlement Administrator within seven (7) calendar days of entry of this Order. Contemporaneously with the mailing, the Settlement Administrator shall cause copies of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form, in forms available for download, to be posted on a website developed for the Settlement (“Settlement Website”).

9. Findings Concerning Notice. The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the

requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

10. Deadline to Submit Claim Forms. Class Members will have until one hundred and twenty (120) calendar days from the Notice Date to submit their Claim Forms (“Claims Deadline”), which is due, adequate, and sufficient time.

11. Exclusion from Class. Any person falling within the definition of the Class may, upon request, be excluded or “opt out” from the Class. Any such person who desires to request exclusion from the Class must submit a fully completed Request for Exclusion. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period, which shall expire sixty (60) days following the Notice Date. Any Request for Exclusion must be in writing and must identify the case name *In Re: 21st Century Oncology Customer Data Security Breach Litigation*, Case No. 8:16-md-2737-MSS-AEP; state the name, address, and telephone number of the Settlement Class Members seeking exclusion; be physically signed by the Person(s) seeking exclusion; and must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class in *In Re: 21st Century Oncology Customer Data Security Breach Litigation*, Case No. 8:16-md-2737-MSS-AEP.” All persons and entities who submit valid and timely Requests For Exclusion as set forth in this Order and the Notice shall have no rights under the Settlement, shall not share in the distribution of the Settlement Fund, and shall not be bound by the Settlement or any final judgment entered in this Action.

12. Final Fairness Hearing. A hearing will be held by this Court in the Courtroom of The Honorable Mary S. Scriven, United States District Court for the Middle District of Florida,

United States Courthouse, 801 North Florida Avenue, Courtroom 7A, Tampa, Florida 33602 at _____ .m. on _____, 2021 (“Fairness Hearing”), to determine: (a) whether the Settlement should be approved as fair, reasonable, and adequate to the Class; (b) whether the Final Approval Order should be entered in substance materially the same as Exhibit B to the Settlement Agreement; (c) whether the Class Representative’s proposed Settlement Benefits as described IV.E. of the Settlement Agreement should be approved as fair, reasonable, and adequate to the Class; (d) whether to approve the application for service awards for the Class Representatives (“Service Awards”) or an award of attorneys’ fees and litigation expenses (“Fee Award and Costs”); and (e) any other matters that may properly be brought before the Court in connection with the Settlement. The Fairness Hearing is subject to continuation or adjournment by the Court without further notice to the Class. The Court may approve the Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

13. At least seven (7) calendar days prior to the Fairness Hearing, Class Counsel shall cause an affidavit or declaration to be filed with the Court certifying that the Summary Notice has been provided and the Settlement Agreement, Long Form Notice, and Claim Form have been published on the Settlement Website.

14. Objections and Appearances. Any Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If a Class Member does not enter an appearance, they will be represented by Class Counsel. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Fairness Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered thereon, why the Settlement Benefits should not be approved, or

why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. No Class Member or other person will be heard on such matters unless they have filed in this Action the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within sixty (60) calendar days following the Notice Date. Any objection must include: (i) the Settlement Class Member’s full name, current mailing address, and telephone number; (ii) a signed statement that he or she believes himself or herself to be a member of the Settlement Class; (iii) the specific grounds for the objection; (iv) all documents or writings that the Settlement Class Member desires the Court to consider; and (v) a statement regarding whether they (or counsel of their choosing) intend to appear at the Fairness Hearing. A copy of the objection must also be mailed to the following four addresses, postmarked within sixty (60) days of the Notice Date.

Court	Class Counsel	Defendants’ Counsel
Clerk of the Court United States District Court Middle District of Florida 801 North Florida Avenue Tampa, Florida 33602	Cari C. Laufenberg c/o 21st Century Data Breach Settlement KELLER ROHRBACK L.L.P. 1201 Third Avenue Suite 3200 Seattle, Washington 98101 Daniel S. Robinson c/o 21st Century Data Breach Settlement ROBINSON CALCAGNIE, INC. P.O. Box 2350 Newport Beach, CA 92658- 8962	Casie D. Collignon BAKER & HOSTETLER LLP 1801 California Street Suite 4400 Denver, Colorado 80202

Any Class Member who does not make their objections in the manner and by the date set forth in ¶ 12 of this Order shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

15. Claimants. Class Members who have been identified from Defendants' records and who submit within one hundred and twenty (120) days of the Notice Date a valid Claim Form approved by the Settlement Administrator may qualify to receive Credit Monitoring and Insurance Services, a Default Time Payment, a Documented Time Payment, and/or a payment for Fraud/Out-of-Pocket Costs. Any such Class Member who does not submit a timely Claim Form in accordance with this Order shall not be entitled to receive Credit Monitoring and Insurance Services, a Default Time Payment, a Documented Time Payment, or a payment for Fraud/Out-of-Pocket Costs, but shall nevertheless be bound by any final judgment entered by the Court. Class Counsel shall have the discretion, but not the obligation, to accept late-submitted claims for processing by the Settlement Administrator, so long as distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. No person shall have any claim against Class Counsel or the Settlement Administrator by reason of the decision to exercise discretion whether to accept late-submitted claims.

16. Release. Upon the entry of the Court's order for final judgment after the Fairness Hearing, the Class Representative and all Class Members, whether or not they have filed a Claim Form within the time provided, shall be permanently enjoined and barred from asserting any claims (except through the Claim Form procedures) against Defendants and the Released Parties arising from the Released Claims, and the Class Representative and all Class Members conclusively shall be deemed to have fully, finally, and forever released any and all such Released Claims.

17. Funds Held by Settlement Administrator. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds are distributed pursuant to the Settlement or further order of the Court.

18. Final Approval Briefing. All opening briefs and documents in support of a request for final approval of the Settlement, the Settlement Benefits, the Service Award, and the Fee Award and Cost must be filed and served at least 21 days before the Objection Deadline. Any reply papers must be filed and served no later than seven calendar days prior to the Fairness Hearing.

19. Reasonable Procedures. Class Counsel and Defense Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement, including making, without further approval of the Court, minor changes to the form or content of the Long Form Notice, Summary Notice, and other exhibits that they jointly agree are reasonable or necessary.

20. Extension of Deadlines. Upon application of the Parties and good cause shown, the deadlines set forth in this Order may be extended by order of the Court, without further notice to the Class. Class Members must check the Settlement Website (www.21COSettlement.com) regularly for updates and further details regarding extensions of these deadlines. The Court reserves the right to adjourn or continue the Fairness Hearing, and/or to extend the deadlines set forth in this Order, without further notice of any kind to the Class.

21. If Effective Date Does Not Occur. In the event that the Effective Date does not occur, certification shall be automatically vacated and this Preliminary Approval, and all other orders entered and releases delivered in connection herewith, shall be vacated and shall become null and void.

IT IS SO ORDERED.

Entered this ____ day of _____, 2020.

MARY S. SCRIVEN
United States District Judge

EXHIBIT E

What is this Notice about? A proposed Settlement has been reached with 21st Century Oncology Investments, LLC and 21st Century Oncology of California, a Medical Corporation (“21st Century Oncology” or “Defendants”) relating to the data breach 21st Century Oncology announced in March 2016, where on or about October 3, 2015, an unauthorized party potentially accessed the personally identifiable information and protected health information of approximately 2.2 million patients of 21st Century Oncology, including their names, Social Security numbers, physicians’ names, medical diagnoses, treatment information, and insurance information (the “Data Breach”). Plaintiffs claim that Defendants did not adequately protect their patients’ information. Defendants deny any wrongdoing. No judgment or determination of wrongdoing has been made.

Who is included in the Settlement? Records indicate you are included in this Settlement as a Settlement Class Member. Settlement Class Members are the approximately 2.2 million patients of 21st Century Oncology who were notified by 21st Century Oncology in or around March 2016 that their information may have been disclosed in the Data Breach.

What benefits can I receive? Settlement Class Members can obtain several valuable benefits described below. **Cash payments may be reduced pro rata, depending on the number of Settlement Class Members who participate in the Settlement.**

- **Two years of free Credit Monitoring and Insurance Services** through Identity Guard;
- **Cash payment of up to \$40 for Default Time**, for two hours of time spent fairly traceable to the Data Breach, valued at up to \$20 per hour;
- **Cash payment of up to \$260 for Documented Time**, for up to an additional thirteen hours of documented time spent fairly traceable to the Data Breach, valued at up to \$20 per hour; and
- **Cash payment of up to \$10,000 for Fraud/Out-of-Pocket Costs**, for reimbursement of documented losses and/or expenditures fairly traceable to the Data Breach. Payments for Document Time and Fraud/Out-of-Pocket Costs must be supported by Reasonable Documentation demonstrating the time and/or expense occurred on or after October 3, 2015.

How can I receive the Settlement Benefits? You must file and submit a Claim Form, including any required documentation, on or before Month DD, YYYY. You may use the enclosed Claim Form to file a claim for Default Time and/or Credit Monitoring and Insurance Services. To file a claim for Documented Time and/or Fraud/Out-of-Pocket Costs, you must submit your Claim Form online, or obtain a Claim Form at www.21COSettlement.com or by emailing info@21COSettlement.com.

What are my other options? Settlement Class Members who file a Claim Form, object to the Settlement, or do nothing are choosing to stay in the Settlement Class, will be legally bound by all orders of the Court, and will not be able to start, continue or be part of any other lawsuit against Defendants relating to the Data Breach. If you don’t want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself. You may also object to the Settlement. **To exclude yourself or object to the Settlement, you must follow the instructions available online at www.21COSettlement.com or by emailing info@21COSettlement.com. Any requests for exclusion or objections must be postmarked or filed on or before Month DD, YYYY.**

What happens next? The Court will hold a hearing on **Month DD, YYYY** to consider whether to approve the Settlement and award up to \$3,750,000 for attorneys’ fees and costs as well as up to \$2,500 to each of the fourteen Class Representatives. You or your attorney may ask to appear at the hearing by mailing a notice to the Court by **Month DD, YYYY**, but are not required to do so.

More Information. Complete information about all of your rights and options, as well as Claim Forms, the Long Form Notice, and the Settlement Agreement are available online at www.21COSettlement.com or by calling toll-free **1-888-888-8888**.

In Re: 21st Century Oncology Data Breach Litigation
c/o [NAME]
[ADDRESS]
[CITY, STATE ZIP]