

In Re: 21st Century Oncology Customer Data Security Breach Litigation
U.S. District Court, Middle District of Florida, Case Number 8:16-md-02737-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 Notice ID Number (located on the postcard notice you received).

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

- J 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”).
- J 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.”
- J 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.
- J 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.
- J **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 1-844-956-4123.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
ACTION	EXPLANATION	DEADLINE
SUBMIT A CLAIM FORM AND OBTAIN BENEFITS UNDER THE SETTLEMENT	<p>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.</p> <p>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.</p>	Claims must be filed on or before May 10, 2021.
EXCLUDE YOURSELF FROM THE SETTLEMENT	<p>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.</p> <p>If you exclude yourself, you will give up the right to receive any benefits from this Settlement.</p>	Requests for exclusion must be mailed on or before March 9, 2021.
OBJECT TO OR COMMENT ON THE SETTLEMENT	<p>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.</p> <p>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.</p>	Objections must be filed and mailed on or before March 9, 2021.
ATTEND THE FINAL FAIRNESS HEARING ON JUNE 15, 2021	<p>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.</p>	
DO NOTHING	<p>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.</p>	

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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, 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

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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.

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 Administrator 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

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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 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/21COSettlement.

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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 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.

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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 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

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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 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*, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. The quickest way to file a claim is online.

If you received a Postcard Notice by mail, please use your Notice ID Number and the Confirmation Code, located directly above your name, to file your Claim Form online. If you lost or do not know your Notice ID Number, please email info@21COSettlement.com to obtain it. **The deadline to complete and submit a Claim Form is May 10, 2021.**

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

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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 **May 10, 2021**. 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 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 May 10, 2021.** 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 **May 10, 2021**. 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 May 10, 2021.** 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 May 10, 2021.** 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

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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 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 May 10, 2021.** 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*, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

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 Notice ID 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.

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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 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 **March 9, 2021**.

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Class Action Opt-Outs
ATTN: *In Re: 21st Century Oncology Data Breach Litigation*
PO Box 58220
Philadelphia, PA 19102

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 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 **March 9, 2021**:

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Court	Class Counsel	Defendants' Counsel
Clerk of the Court United States District Court Middle District of Florida 801 North Florida Avenue Tampa, FL 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, CO 80202

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 **June 15, 2021 at 9:30 a.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.

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Questions? Go to www.21COSettlement.com or call 1-844-956-4123.**

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 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*, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. 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, WA 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.**

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.21COSettlement.com or call 1-844-956-4123.**