

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

IN RE RETINA GROUP OF WASHINGTON
DATA SECURITY INCIDENT LITIGATION

No. 8:24-cv-00004-LWW

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Settlement Agreement”) is entered into by and between The Retina Group of Washington, PLLC (“RGW”) and Plaintiffs Mary Vandembroucke, Katherine Traynham, Kwame Dapaah-Siakwan, Jennifer Boehles, Shalane Vance, Sharon Jenkins, Natalia Girard, David Puckett, and Desiree McCormick (“Plaintiffs” or “Settlement Class Representatives”), both individually and on behalf of the Settlement Class, in the case of *In re Retina Group of Washington Data Security Incident Litigation*, No. 8:24-cv-00004-LWW, currently pending in the United States District Court for the District of Maryland (the “Litigation”). RGW and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as the “Parties.”

I. RECITALS

1. RGW is a healthcare company that provides ophthalmology and vision care services.

2. The Litigation relates to, and Plaintiffs allege that on or about March 26, 2023, an unauthorized individual, or unauthorized individuals, gained access to RGW’s network systems and accessed certain files on these systems containing the PII/PHI (defined below) of Plaintiffs and Settlement Class Members (the “Data Incident”). Plaintiffs further allege that RGW stored

Plaintiffs' and Settlement Class Members' personally identifiable information ("PII") or personal health information ("PHI") in its computer systems in conjunction with medical services Plaintiffs and Settlement Class Members sought and/or received from RGW.

3. Following RGW's sending of notices of the Data Incident to potentially impacted persons, Plaintiffs filed seven lawsuits against RGW relating to the Data Incident: *Vandenbroucke v. The Retina Group of Washington, PLLC*, No. 8:24-cv-00004, filed January 2, 2024; *Dapaah-Siakwan v. The Retina Group of Washington, PLLC*, No. 8:24-cv-00016, filed January 3, 2023; *Boehles v. The Retina Group of Washington, PLLC*, No. 8:24-cv-00020, filed January 4, 2024; *Vance v. The Retina Group of Washington, PLLC*, No. 8:24-cv-00079, filed January 9, 2024; *Girard v. The Retina Group of Washington, PLLC*, No. 1:24-cv-00082, filed January 10, 2024; *Puckett v. The Retina Group of Washington, PLLC*, No. 8:24-cv-00137, filed January 16, 2024; and *McCormick v. The Retina Group of Washington, PLLC*, No. 8:24-cv-00166, filed January 17, 2024.

4. On March 18, 2024, Plaintiffs filed a Consolidated Class Action Complaint ("CCAC") individually and on behalf of all others similarly situated, consolidating their claims against RGW for negligence, intrusion upon seclusion, breach of fiduciary duty, breach of implied contract, unjust enrichment, and violations of the Maryland Consumer Protection Act and the Maryland Personal Information Act. In the CCAC, Plaintiffs sought equitable and monetary relief.

5. On May 2, 2024, RGW filed a motion to dismiss the CCAC, which argued that Plaintiffs' claims were without legal merit, and that the Litigation should be dismissed (the "Motion to Dismiss"). Plaintiffs opposed the Motion to Dismiss, and the Motion to Dismiss remains pending as of the date of this Settlement Agreement.

6. Plaintiffs and Settlement Class Counsel believe that the claims asserted in the Litigation have merit. Settlement Class Counsel have investigated the facts relating to the claims and defenses alleged and the underlying events in the Litigation, have made a thorough study of the legal principles applicable to the claims and defenses asserted in the Litigation, and have conducted a thorough assessment of the strengths and weaknesses of the respective positions. Based on this analysis and investigation, Plaintiffs and Settlement Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Settlement Class is afforded important benefits as expediently as possible. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of Plaintiffs and the Settlement Class.

7. RGW has similarly concluded that this Settlement 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. RGW denies each and every claim and contention alleged against it in the Litigation, and believes its defenses have merit. Defendant denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation, or that it violated or breached any law, regulation, or duty owed to the Plaintiffs and Settlement Class. Nonetheless, Defendant has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. RGW also has considered the uncertainty and risks inherent in any litigation.

8. Counsel for the Parties, highly experienced in data breach litigation and class actions, have engaged in extensive arm's-length negotiations concerning settlement of the claims asserted in the Litigation, which included the exchange of informal discovery and information.

9. On November 27, 2024, a settlement-in-principle was reached for a non-reversionary common fund of three million and six hundred thousand dollars and zero cents (\$3,600,000.00) subject to documentation of an acceptable agreement and release. The full terms of the Parties' settlement are memorialized in this Settlement Agreement.

10. The Parties agree and understand that neither this Settlement Agreement, nor the Settlement it represents, shall be construed as an admission by RGW of any wrongdoing whatsoever, including an admission of a violation of any statute or law or of liability on the claims or allegations, including class certification, in this Litigation or any other similar claims in other proceedings.

11. The Parties, by and through their respective duly authorized counsel of record, and intending to be legally bound hereby, agree that all claims against RGW arising out of and related to the Data Incident that could have been or that were raised in the CCAC and Litigation shall be settled, compromised, and dismissed, on the merits and with prejudice, upon the following terms and conditions.

II. DEFINITIONS

12. As used herein and in the related documents attached hereto as exhibits, the following terms have the meaning specified below:

a. "CAFA Notice" means a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. Sec. 1711, *et seq.* ("CAFA"), to be served upon the appropriate State official in each State where a Class Member resides and also served upon the appropriate federal official. Costs for preparation and issuance of the CAFA Notice will be paid from the Settlement Fund.

b. “Claims Deadline” means the deadline for filing claims under the Settlement set at a date certain that is exactly ninety (90) Days from the Notice Date.

c. “Claim Form” means the form members of the Settlement Class must complete and submit on or before the Claims Deadline to be eligible for the benefits described herein, and substantially in the form of Exhibit A to this Settlement Agreement. The Claim Form shall require an attestation, but shall not require a notarization or any other form of verification.

d. “Claims Period” means the period for submitting Claim Forms up until a date not more than ninety (90) Days from the Notice Date.

e. “Claimants” shall have the meaning given in Paragraph 37.

f. “Settlement Class Counsel” means Ben Barnow of Barnow and Associates, P.C., Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, and Tyler J. Bean of Siri & Glimstad LLP.

g. “Settlement Class Representatives” means Mary Vandembroucke, Katherine Traynham, Kwame Dapaah-Siakwan, Jennifer Boehles, Shalane Vance, Sharon Jenkins, Natalia Girard, David Puckett, and Desiree McCormick.

h. “Costs and Expenses” means costs and expenses incurred by Settlement Class Counsel in connection with commencing, prosecuting, settling the Litigation, and obtaining an order of Final (as that term is defined below) judgment.

i. “Court” means the United States District Court for the District of Maryland.

j. “Day(s)” means calendar days, but does not include the day of the act, event, or default from which the designated period of time begins to run. Further and notwithstanding the above, when computing any period of time prescribed or allowed by this Settlement Agreement, “Days” includes the last day of the period unless it is a Saturday, a Sunday, or a federal holiday,

in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal holiday.

k. “Data Incident” means the data security incident that occurred on or about March 26, 2023 and that RGW subsequently discovered and then disclosed to potentially impacted individuals in December 2023, as alleged in the Litigation.

l. “RGW’s Counsel” means David Q. Gacioch of McDermott Will & Emery LLP.

m. “Effective Date” means the date defined in Paragraph 93 of this Settlement Agreement.

n. “Fee Award, Costs, and Expenses” means the amount of attorneys’ fees, costs, and expenses awarded by the Court to Settlement Class Counsel.

o. “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Final Approval Order and Final Judgment (as those terms are defined herein); and (iii) the time to appeal or seek permission to appeal from the Final Approval Order and Final Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Final Approval Order and Final Judgment have been affirmed in their entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing the Fee Award, Costs, and Expenses or Service Awards made in the Litigation shall not affect whether the Final Approval Order and Final Judgment is “Final” as defined herein or any other aspect of the Final Judgment.

p. “Final Approval Hearing” means the hearing to determine whether the Settlement should be given final approval and whether the applications of Settlement Class Counsel for attorneys’ fees, costs, and expenses, and Service Awards should be approved.

q. “Final Approval Order” means the order of the Court finally approving this Settlement, without material changes to the Parties’ agreed-upon proposed final approval order.

r. “Final Judgment” means the dismissal with prejudice of the claims against RGW in the Litigation, entered in connection with the Settlement and Final Approval Order.

s. “Litigation” means the lawsuit entitled *In re Retina Group of Washington Data Security Incident Litigation*, No. 8:24-cv-00004-LWW, currently pending in the United States District Court for the District of Maryland.

t. “Long-Form Notice” means the written notice substantially in the form of Exhibit B to this Settlement Agreement.

u. “Net Settlement Fund” means the amount of the Settlement Fund after deductions for the following: (i) Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement, (ii) any taxes owed by the Settlement Fund, (iii) any Service Awards approved by the Court, and (iv) any Attorneys’ Fee Award, Costs, and Expenses approved by the Court.

v. “Notice and Claims Administration Costs” means all costs incurred or charged by the Settlement Administrator in connection with providing notice to members of the Settlement Class, administering the Notice Program, evaluating Claim Forms, and any other actions taken by the Settlement Administrator in performance of its obligations in administering the Settlement.

w. “Notice Date” means twenty-one (21) days following receipt of the Settlement Class List from RGW. The Notice Date shall be used for purposes of calculating the Claims Deadline, Opt-Out Date and Objection Date deadlines, and all other deadlines that flow from the Notice Date.

x. “Notice Program” means the notice program described in Section VII.

y. “Non-Profit Residual Recipient” means Maryland Bar Foundation, Inc.

z. “Objection Deadline” shall have the meaning set forth in Paragraph 65 or as otherwise ordered by the Court.

aa. “Opt-Out Deadline” means the date certain that is exactly sixty (60) days from the Notice Date or as otherwise ordered by the Court.

bb. “Opt-Out Members” shall have the meaning set forth in Paragraph 59.

cc. “Parties” means Plaintiffs and RGW, collectively, and a “Party” means one of Plaintiffs or RGW.

dd. “Plaintiffs’ Released Claims” means all claims and other matters released in and by Section XV of this Settlement Agreement.

ee. “Postcard Notice” means the written notice to be sent to Settlement Class Members pursuant to the Preliminary Approval Order, substantially in the form of Exhibit C to this Settlement Agreement.

ff. “Preliminary Approval Date” means the date the Preliminary Approval Order has been executed and entered by the Court.

gg. “Preliminary Approval Order” means the order certifying the proposed Settlement Class for settlement purposes, preliminarily approving this Settlement Agreement,

approving the Notice Program, and setting a date for the Final Approval Hearing, substantially in the form of Exhibit D attached hereto.

hh. “Released Class Claims” means all claims and other matters released in and by Section XV of this Settlement Agreement.

ii. “Released Persons” means RGW and its present and former parents, subsidiaries, divisions, departments, affiliates, employees, servants, members, providers, partners, principals, directors, shareholders, owners, predecessors, successors, assigns, and insurers, and each of the foregoing’s former or present directors, trustees, officers, employees, representatives, agents, providers, consultants, advisors, attorneys, accountants, partners, vendors, customers, insurers, reinsurers, and subrogees.

jj. “Service Award” means such funds as may be awarded by the Court to the Settlement Class Representatives for their service as representative plaintiffs.

kk. “Settlement” means the settlement reflected by this Settlement Agreement.

ll. “Settlement Administrator” means the class action settlement administrator, identified in the Motion for Preliminary Approval, that has been retained to carry out the Notice Program and administer the claims and settlement fund distribution process.

mm. “Settlement Agreement” means this Settlement Agreement, including releases and all exhibits hereto.

nn. “Settlement Class” means all natural persons who are residents of the United States who are identified on the Settlement Class List whose personal information may have been involved in the Data Incident and who do not timely elect to be excluded from the Settlement Class. Excluded from the Classes are RGW’s officers and directors, and any entity in which RGW has a controlling interest; the affiliates, legal representatives, attorneys, successors,

heirs, and assigns of RGW; and members of the judiciary to whom this case is assigned, their families, and members of their staff.

oo. “Settlement Class List” means a list of each Settlement Class Member’s full name and current or last known contact information (U.S. Mail address where available), which RGW or RGW’s agent shall provide to the Settlement Administrator within fourteen (14) days of the entry of the Preliminary Approval Order.

pp. “Settlement Class Member[s]” means all persons who are members of the Settlement Class.

qq. “Settlement Fund” means the non-reversionary sum of Three Million Six Hundred Thousand Dollars and Zero Cents (\$3,600,000.00) to be paid or caused to be paid by RGW as specified in this Agreement, including any interest accrued thereon after payment.

rr. “Settlement Website” means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Postcard Notice, the Long-Form Notice, and the Claim Form, among other things.

ss. “Taxes and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund.

tt. “Unknown Claims” means claims that could have been raised in the Litigation relating to the Data Incident and that any Plaintiffs or any Settlement Class Member (other than Opt-Out Members), and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, successors, attorneys, and assigns do not know to exist or

suspect to exist, which, if known by him, her, or it, might affect his, her, or its agreement to release RGW and all other Released Persons, or might affect his, her, or its decision to agree to, or object or not to object to the Settlement. Plaintiffs' Released Claims and Released Class Claims include a waiver of the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by the law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Representatives and Settlement Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definitions of Plaintiffs' Released Claims and Released Class Claims was separately bargained for and was a key element of the Settlement Agreement.

III. CERTIFICATION OF THE SETTLEMENT CLASS

13. For settlement purposes only, Plaintiffs will request that the Court certify the Settlement Class.

14. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, RGW stipulates to the certification of the Settlement Class and will not oppose Plaintiffs' request for certification. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the

Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to either Parties' position on the issue of class certification or any other issue.

IV. THE SETTLEMENT FUND

15. The Settlement Fund: Within thirty (30) days after the entry of the Preliminary Approval Order, RGW shall cause to be deposited funds sufficient to pay for the Notice and Claims Administration Costs through the date of final approval, as estimated by the Settlement Administrator, into an account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator, RGW, and Settlement Class Counsel, to cover the Settlement Administrator's reasonable set-up costs, notice, and administration costs. RGW shall deposit the balance of the Settlement Fund into the same account within thirty (30) days of the Effective Date. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to RGW within ten (10) days of the entry of the Preliminary Approval Order. The timing set forth in this provision is contingent upon the receipt of payment instructions and a W-9 from the Settlement Administrator for the Settlement Fund. If RGW does not receive this information by 10 days after the date that the Preliminary Approval Order is issued, the payments specified by this paragraph shall be made within twenty-one (21) days after RGW receives this information.

16. Custody of the Settlement Fund: The Settlement Fund shall be deposited in an appropriate interest-bearing trust established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is

distributed pursuant to this Agreement or returned to the entity that paid the Settlement Fund on behalf of RGW in the event this Agreement is voided, terminated, or cancelled.

a. In the event this Agreement is lawfully voided, terminated, or cancelled due to lack of approval from the Court or any other reason other than breach of the Agreement by RGW: (i) the Settlement Class Representatives and Settlement Class Counsel shall have no obligation to repay any of the Notice and Claims Administration Costs that have been paid or incurred in accordance with the terms and conditions of this Agreement; (ii) any amounts remaining in the Settlement Fund after payment of Notice and Claims Administration Costs paid or incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any taxes, shall be returned to the entity that paid into the Settlement Fund; and (iii) no other person or entity shall have any further claim whatsoever to any amount in the Settlement Fund.

17. Non-Reversionary: This Settlement is not a reversionary settlement. As of the Effective Date, all rights of RGW in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is lawfully voided, cancelled, or terminated, as described in Section XIV of this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to RGW.

18. 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) Notice and Claims Administration Costs, (ii) any taxes owed by the Settlement Fund, (iii) any Service Awards approved by the Court, (iv) any Attorneys' Fee Award, Costs, and Expenses as approved by the Court, (v) any benefits to Settlement Class Members, pursuant to the terms and conditions of this Agreement and (vi) transfer of any remaining funds to the Non-Profit Residual Recipient.

19. Qualified Settlement Fund: The Parties agree that the Settlement Fund is non-reversionary and is intended to be a maintained 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 and Tax-Related Expenses 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. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. 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 Settlement Agreement, upon request of any of the Parties. Beyond funding the Settlement Fund, RGW shall have no responsibility for any taxes, interest penalties or other amounts due with respect to the Settlement Fund.

20. Payment/Withdrawal Authorization: No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement, or, as may be required, (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Notice and Claims Administration Costs from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Settlement Class Counsel and RGW 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.

21. Payments to Class Members: The Settlement Administrator, subject to such supervision and direction of the Court or Settlement Class Counsel as may be necessary or as circumstances may require, shall administer and oversee distribution of the Settlement Fund to Claimants (defined in Paragraph 37 below) pursuant to this Agreement.

22. Taxes: Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Claims Administration Costs and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Administrator shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Settlement Agreement or derived from or made pursuant to the Settlement Fund. Each Settlement 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 Settlement Agreement. For tax purposes, payments made pursuant to this Settlement Agreement to Settlement Class Members who are current or former employees of the Defendants shall be allocated as non-wage compensation.

23. Limitation of Liability:

a. RGW and its counsel shall not have any responsibility for or liability with respect to (i) any act, omission, or determination of Settlement 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. RGW also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement.

b. The Class Representatives and Settlement Class Counsel shall not have any liability 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.

V. BENEFITS TO SETTLEMENT CLASS MEMBERS

24. Compensation to Settlement Class Members: Settlement Class Members must timely submit a valid Claim Form to receive a settlement benefit. Claims will be subject to review for completeness and plausibility by the Settlement Administrator. For claims deemed invalid, the Settlement Administrator will provide Claimants an opportunity to cure in the manner set forth

below. Settlement Class Members may elect to file a claim for either (1) a cash payment or (2) a claim for reimbursement of certain losses and Credit Monitoring services.

25. Cash Compensation: In lieu of all compensation described in Paragraph 26(a)–(d), Settlement Class Members may file a claim for an Alternative Cash Payment. The amount of the Alternative Cash Payments is estimated to be \$100, but will be determined on a pro rata basis as described in Paragraph 40.

26. Reimbursement/Credit Monitoring Claims: Settlement Class Members who submit a Claim for Reimbursement/Credit Monitoring can seek reimbursement for each of (1) certain ordinary losses, (2) lost time, (3) certain extraordinary losses, and (4) two (2) years of 3 bureau credit monitoring, all subject to the terms explained below.

a. Compensation For Ordinary Losses. Settlement Class Members not selecting the cash payment, may claim up to \$300.00 by submitting a valid and timely claim form and reasonable supporting documentation for ordinary losses demonstrably incurred, more likely than not, as a result of the Data Incident. Ordinary losses can arise from the following categories:

- i. *Out-of-pocket expenses incurred* as a direct result of the Data Incident, including documented bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, all of which must be more likely than not attributable to the Data Incident, must not have been previously reimbursed (or subject to reimbursement by insurance or a financial institution), and that are reasonably described and supported by an attestation, which will be a part of the Claim Form.

ii. *Fees for credit reports, credit monitoring, or other identity theft insurance product* purchased between December 22, 2023, and the date of the close of the Claims Period that the claimant attests he/she incurred as a result of the Data Incident and not already paid for or reimbursed by a third party. All such fees must be supported by reasonable documentation substantiating the full extent of the amount claimed.

b. Compensation For Lost Time. Settlement Class Members may claim up to 4 hours of lost time, at \$25 an hour, if at least one-half hour of documented time was spent remedying issues related to the Data Incident (such claims will be rounded to the nearest hour). All such lost time must be reasonably described and supported by an attestation that the time spent was reasonably incurred remedying issues related to the Data Incident.

c. Compensation For Extraordinary Losses. Claims under this category must be supported by an attestation and documentation substantiating the full extent of the amount claimed. The Settlement Administrator will employ heightened scrutiny in reviewing claims for benefits under this category. Settlement Class Members may submit claims for up to \$5,000 in compensation by submitting a valid and timely Claim Form that proves more likely than not a monetary loss directly arising from identity theft or other fraud perpetrated on or against the Settlement Class Member if:

- i. The loss is an actual, documented, and unreimbursed monetary loss;
- ii. The loss was more likely than not the result of the Data Incident;
- iii. The loss is not already covered by the “Compensation for Ordinary Losses” category; and

- iv. the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance and other available insurance.

d. Credit Monitoring: 24 months of 3 bureau credit and identity theft monitoring will be provided for those Settlement Class Members who elect and submit valid claims for such credit and identity theft monitoring. The credit and identity theft monitoring will have the following features:

- i. Real time or daily monitoring of the credit file at all three major credit bureaus;
- ii. Identity theft insurance (no deductible) of \$1,000,000; and
- iii. Access to fraud resolution agents to help resolve identity thefts.

27. To make a claim for benefits under this Settlement, a Settlement Class Member must complete and submit a valid, timely, and sworn Claim Form. A Claim Form shall be submitted online at the Settlement Website or by U.S. mail and must be postmarked no later than the Claim Deadline.

28. Business Practice Changes: RGW agrees to implement, within one hundred and twenty (120) days of the Effective Date, further data privacy and security measures to enhance its data security and privacy protocols and policies as part of this Settlement, specifically as follows:

- a. Maintain a written information security policy and require its employees to electronically acknowledge receipt and review of its written information security policy;
- b. Conduct cybersecurity training (either as a stand-alone or as part of other workforce training) that includes new hire orientation, mandatory annual refresher training, and

periodic training updates to appropriate staff as reasonably necessary to address new information security issues and trends that arise;

c. Maintain a written password policy that requires appropriate password complexity commensurate to sensitivity level of the system; and

d. Conduct a periodic review of all data security policies to consider whether any updates are needed to meet legal requirements and industry standards.

VI. SETTLEMENT ADMINISTRATION

29. All Notice and Settlement Administration Costs will be paid from the Settlement Fund.

30. Settlement Class Counsel shall solicit competitive bids for settlement administration, including Notice and Claims Administration Costs. Based on this competitive bidding process, the Parties agree to select an experienced class action settlement administrator to serve as the Settlement Administrator.

31. The Settlement Administrator will provide Postcard Notice to all Settlement Class Members by United States First Class mail of the settlement terms to all Settlement Class Members for whom the Settlement Administrator is provided a valid mailing address. The Settlement Administrator shall perform skip-tracing for any returned mail and shall re-mail notice to any Settlement Class Members whose addresses are uncovered by skip-tracing. Settlement Class Members shall have sixty (60) Days from the Notice Date to opt out of the Settlement Class or object to the Settlement.

32. The Settlement Administrator shall also provide notice via publication if necessary and to the extent such notice is deemed appropriate by the Parties in consultation with the Settlement Administrator to provide the best notice practicable under the circumstances.

33. The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of the Settlement and any orders of the Court. The Settlement Administrator may request the assistance of the Parties to facilitate providing notice and to accomplish such other purposes as may be approved by all of Settlement Class Counsel and RGW's Counsel. The Parties shall reasonably cooperate with such requests.

34. The Settlement Administrator will prepare, print, and disseminate all CAFA notices as required by law and in accordance with this agreement.

35. The Settlement Administrator will administer the claims process in accordance with the terms of the Settlement and any additional processes agreed to by all of Settlement Class Counsel and RGW's Counsel, subject to the Court's supervision and direction as circumstances may require.

36. The Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted, for validity, timeliness, and completeness.

37. If, in the determination of the Settlement Administrator, the Settlement Class Member submits a timely but incomplete or inadequately supported Claim Form, the Settlement Administrator shall give the Settlement Class Member notice of the deficiencies, and the Settlement Class Member shall have twenty-one (21) Days from the date of the written notice to cure the deficiencies. The Settlement Administrator will provide notice of deficiencies concurrently to Settlement Class Counsel and RGW's Counsel. If the defect is not cured within the 21-Day period, then the Claim will be deemed invalid. All Settlement Class Members who submit a valid and timely Claim Form, including a Claim Form deemed defective but cured within the 21-Day period, shall be considered "Claimants."

38. The Settlement Administrator will maintain records of all Claim Forms submitted until three hundred sixty (360) Days after entry of the Final Judgment. Claim Forms and supporting documentation may be provided to the Court upon request and to RGW, Settlement Class Counsel, and RGW's Counsel to the extent necessary to resolve claims determination issues pursuant to this Settlement Agreement and Settlement. RGW or the Settlement Administrator will provide other reports or information that the Court may request or that the Court or Settlement Class Counsel may reasonably require. Settlement Class Counsel or the Settlement Administrator will provide other reports or information as RGW may reasonably require.

39. Subject to the terms and conditions of this Settlement Agreement, thirty (30) Days after the Effective Date, the Settlement Administrator shall mail or otherwise provide Claimants who selected Credit Monitoring services under Paragraph 26(d) with enrollment instructions for those services.

40. Subject to the terms and conditions of this Settlement Agreement, thirty (30) Days after the Effective Date, the Settlement Administrator shall mail or otherwise provide a payment via check ("Claim Check") or digital payment selected in consultation with Settlement Class Counsel (collectively, "Claim Payment") to each Claimant in the amount for which each Claimant has submitted a Claim Form approved by the Settlement Administrator or by the Court, for good cause shown, in accordance with the following distribution procedures:

a. The Settlement Administrator will first apply the Net Settlement Fund to pay for Credit Monitoring services as described in Paragraph 26(d) claimed by Claimants. After payment of costs related to Credit Monitoring services, the Settlement Administrator will next allocate payments for valid claims for Compensation for Ordinary Losses (as described in Paragraph 26(a)), Compensation for Lost Time (as described in Paragraph 26(b)), and

Compensation for Extraordinary Losses (as described in Paragraph 26(c)). The amount of the Net Settlement Fund remaining after all payments for Credit Monitoring, Compensation for Ordinary Losses, Compensation for Lost Time, and Compensation for Extraordinary Losses are made shall be referred to as the “Post-Loss Net Settlement Fund.”

b. The Settlement Administrator shall then utilize the Post-Loss Net Settlement Fund to make all Alternative Cash Payments as described in Paragraph 25. The amount of each Alternative Cash Payment shall be calculated by dividing the Post-Loss Net Settlement Fund by the number of valid claims for Alternative Cash Payments.

41. Each Claim Check shall be mailed to the address provided by the Claimant on his or her Claim Form. All Claim Checks issued under this section shall be void if not negotiated within ninety (90) calendar days of their date of issue and shall contain a legend to that effect. Claim Checks issued pursuant to this section that are not negotiated within ninety (90) calendar days of their date of issue shall not be reissued.

42. To the extent any monies remain in the Net Settlement Fund more than one hundred twenty (120) days after the distribution of Claim Payments to the Claimants, a subsequent payment will be evenly made to all Claimants who claimed an Alternative Cash Payment and cashed or deposited their initial Alternative Cash Payment they received, provided that the payment amount is equal to or greater than Three Dollars and No Cents (\$3.00) per Claimant. The distribution of this remaining Net Settlement Fund shall continue until the average payment amount in a distribution is less than Three Dollars and No Cents (\$3.00), whereupon the amount remaining in the Net Settlement Fund, if any, shall be distributed to the Non-Profit Residual Recipient.

43. For any Claim Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the

Settlement Administrator shall make reasonable efforts to find a valid address and resend the Claim Check within thirty (30) Days after the check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to resend a Claim Check.

44. No portion of the Settlement Fund shall revert or be repaid to RGW after the Effective Date. Any residual funds remaining in the Net Settlement Fund, after all payments and distributions are made pursuant to the terms and conditions of this Agreement shall be distributed to the Non-Profit Residual Recipient, as approved by the Court.

VII. NOTICE TO SETTLEMENT CLASS MEMBERS

45. The Parties agree the following Notice Program provides reasonable notice to the Settlement Class.

46. Direct Notice shall be provided to Settlement Class Members by First Class U.S. Mail for Settlement Class Members for whom the Settlement Administrator has a valid address. Additional Notice may be provided via publication as described in Paragraph 32, to the extent such notice is deemed appropriate by the Settlement Administrator in consultation with the Parties to provide the best notice practicable under the circumstances.

47. Using the Settlement Class List, the Settlement Administrator shall, by using the National Change of Address database maintained by the United States Postal Service (“Postal Service”), obtain updates, if any, to the mailing addresses.

48. Within twenty-one (21) Days following receipt of the Settlement Class List (“Notice Date”), the Settlement Administrator shall mail the Postcard Notice to all Settlement Class Members for whom it has a valid mailing address by First Class United States mail. It has been mutually agreed by the Parties that the Settlement Administrator may rely upon Postcard Notice.

49. If any Postcard Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the Postcard Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Other than as set forth above, neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail Notices.

50. The mailed notice will consist of the Postcard Notice, substantially in the form of Exhibit C. The Settlement Administrator shall have discretion to format this Postcard Notice in a reasonable manner to minimize mailing and administrative costs. Before the mailing of the Postcard Notice is commenced, Settlement Class Counsel and RGW's Counsel shall first be provided with a proof copy (including what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and the Court's orders.

51. No later than twenty-one (21) Days following receipt of the Settlement Class List, the Settlement Administrator shall effectuate any publication notice made pursuant to Paragraph 32 to the extent such notice is deemed appropriate by the Settlement Administrator in consultation with the Parties to provide the best notice practicable under the circumstances.

52. No later than twenty-one (21) Days following entry of the Preliminary Approval Order, and prior to the mailing of the Postcard Notice, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the CCAC, Long-Form Notice, Claim Form, this Settlement Agreement, and other relevant settlement and court documents to be available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by counsel for the Parties, which approval shall not be unreasonably withheld. The website address and the fact that a more

detailed Long-Form Notice and a Claim Form are available through the website shall be included in the Postcard Notice.

53. Claimants shall be able to submit their claims via the Settlement Website.

54. The Settlement Website shall be maintained from the Notice Date until sixty (60) Days after the Claims Deadline has passed.

55. Claim Forms shall be returned or submitted to the Settlement Administrator online or via U.S. mail, postmarked by the Claims Deadline set by the Court, or be forever barred unless such claim is otherwise approved by the Court at the Final Approval Hearing, for good cause shown as demonstrated by the applicable Settlement Class Member.

56. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Settlement Class Counsel, to file with the Court, an appropriate affidavit or declaration from the Settlement Administrator respecting compliance with the Court-approved Notice Program.

VIII. OPT-OUT PROCEDURE

57. Each member of the Settlement Class shall have the right to request exclusion from the Settlement Class and not participate in the Settlement Agreement, as provided for in the Preliminary Approval Order.

58. The Postcard Notice shall inform each Settlement Class Member of his or her right to request exclusion from the Settlement Class and not to be bound by this Settlement Agreement, if, before the Opt-Out Deadline, the Settlement Class Member completes and mails a request for exclusion (“Opt-Out Request”) to the Settlement Administrator at the address set forth in the Postcard Notices.

59. For a Settlement Class Member’s Opt-Out Request to be valid, it must (a) state his or her full name, address, and telephone number; (b) contain the Settlement Class Member’s

personal and original signature (or the original signature of a person authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right such as those in the Litigation); and (c) state unequivocally the Settlement Class Member's intent to be excluded from the Settlement Class and from the Settlement. The Settlement Administrator shall promptly inform Settlement Class Counsel and RGW's Counsel of all valid and timely Opt-Out Requests, with all such Settlement Class Members being referred to herein as "Opt-Out Member(s)."

60. A request for exclusion that does not comply with all of the foregoing, that is not postmarked by the Opt-Out Deadline, or that is sent to an address other than that set forth in the Postcard Notice shall be invalid, and that Settlement Class Member shall remain in and be treated as being in the Settlement Class and as being bound by this Settlement Agreement and the release contained herein.

61. Prior to the Final Approval Hearing, the Settlement Administrator shall create a comprehensive list of all Opt-Out Members for submission to the Court and to be provided to Settlement Class Counsel and RGW's Counsel.

62. Opt-Out Members shall not (a) be bound by any orders or judgments entered in the Litigation or relating to the Settlement; (b) be entitled to relief under, or be affected by, the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement.

IX. OBJECTIONS TO THE SETTLEMENT

63. Any Settlement Class Member who wishes to object to the proposed Settlement must file with the Court and serve a written objection(s) to the Settlement ("Objection(s)") to

Settlement Class Counsel and RGW's Counsel at the addresses set forth in the Long-Form Notice via First Class U.S Mail.

64. Each Objection must (i) include the case name and number; (ii) set forth the Settlement Class Member's full name, current address, and telephone number; (iii) contain the Settlement Class Member's original signature; (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; and (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position.

65. Objections must be filed with the Court and served on Settlement Class Counsel and RGW's Counsel no later than sixty (60) Days after the Notice Date (the "Objection Deadline"). The Objection Deadline shall be included in the Postcard and Long-Form Notices.

66. Settlement Class Counsel and RGW's Counsel may, but need not, respond to the Objections, if any, by means of a memorandum of law served prior to the Final Approval Hearing. The Parties may respond separately or jointly to any Objection, in their discretion.

67. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court (as well as serve the notice on Settlement Class Counsel and RGW's Counsel) by the Objection Deadline.

a. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include

the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers.

b. Any Settlement Class Member who fails to timely file and serve an Objection and notice, if applicable, of his or her intent to appear at the Final Approval Hearing in person or through counsel pursuant to this Settlement Agreement, as detailed in the Long-Form Notice, and otherwise as ordered by the Court, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

68. Any Settlement Class Member who does not submit a timely Objection in complete accordance with this Settlement Agreement, the Long-Form Notice, and otherwise as ordered by the Court, shall not be treated as having filed a valid Objection to the Settlement and shall forever be barred from raising any objection to the Settlement, and shall be bound by its terms.

X. ATTORNEYS' FEE AWARD, COSTS, AND EXPENSES, AND SERVICE AWARD

69. Within forty-five (45) days after the Notice Date, Settlement Class Counsel shall request the Court to approve Fee Award, Costs, and Expenses not to exceed one third of the Settlement Fund, in addition to reasonable costs and expenses actually incurred in prosecuting the litigation. Settlement Class Counsel's Fee Award, Costs, and Expenses shall be paid no later than fourteen (14) Days after the Effective Date. For the avoidance of doubt, the Court-approved amount of fees, costs, and expenses shall be paid from the Settlement Fund. The Parties did not discuss payment of attorneys' fees, costs, and expenses until after they agreed on all materials terms of relief to the Settlement Class.

70. Within forty-five (45) days after the Notice Date, Settlement Class Counsel shall request the Court to approve Service Awards of \$2,000 for each of the Class Representatives,

which award is intended to recognize Class Representatives for their efforts in the Litigation and commitment on behalf of the Settlement Class (“Service Awards”). If approved by the Court, the Service Awards will be paid no later than fourteen (14) Days after the Effective Date. For the avoidance of doubt, the Court-approved amount shall be paid from the Settlement Fund. The Parties did not discuss or agree upon payment of the Service Awards until after they agreed on all materials terms of relief to the Settlement Class.

71. The Parties agree that the Court’s approval or denial of any request for Service Awards or Fee Award, Costs, and Expenses are not conditions to this Settlement Agreement and are to be considered by the Court separately from final approval, reasonableness, and adequacy of the Settlement. Any reduction to the Service Awards or award of Fee Award, Costs, and Expenses shall not operate to terminate, modify or cancel any other term of this Settlement Agreement.

XI. NOTICES

72. All notices to the Parties required by the Settlement Agreement shall be made in writing and communicated by First Class U.S. mail to the following addresses:

All notices to Settlement Class Counsel or Plaintiffs shall be sent to:

Ben Barnow
Barnow and Associates, P.C.
205 W. Randolph Street, Suite 1630
Chicago, Illinois 60606
Tel: (312) 621-2000

All notices to RGW or RGW’s Counsel shall be sent to:

David Q. Gacioch
McDermott Will & Emery LLP
200 Clarendon Street, Floor 58,
Boston, MA 02116-5021

73. Other than attorney-client communications or communications otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of

comments, Objections, Opt-Out Requests, or other documents or filings received from a Settlement Class Member as a result of the Notice Program.

XII. SETTLEMENT APPROVAL PROCESS

74. After execution of this Settlement Agreement, Settlement Class Counsel shall promptly move the Court to enter the Preliminary Approval Order, which:

- a. Preliminarily approves this Settlement Agreement;
- b. Certifies the Settlement Class;
- c. Finds the proposed Settlement is sufficiently fair, reasonable, adequate, and

in the best interests of the Settlement Class;

- d. Finds the Notice Program constitutes valid, due, and sufficient notice to the Settlement Class Members, and constitutes the best notice practicable under the circumstances, complying fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable law and that no further notice to the Class is required beyond that provided through the Notice Program;

- e. Appoints the Settlement Administrator in accordance with the provisions of Section VI;

- f. Directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;

- g. Approves the Claim Form and directs the Settlement Administrator to administer the Settlement in accordance with the provisions of this Settlement Agreement;

- h. Approves the Opt-Out and Objection procedures as outlined in this Settlement Agreement;

i. Schedules a Final Approval Hearing to consider the final approval, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court; and

j. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement and the Settlement.

XIII. FINAL APPROVAL HEARING

75. In its Motion for Preliminary Approval, Settlement Class Counsel will recommend that the Final Approval Hearing should be scheduled no earlier than one hundred and ten (110) Days after the entry of the Preliminary Approval Order.

76. Settlement Class Counsel shall ask the Court to enter a Final Approval Order and Judgment in a form substantially similar to Exhibit E attached hereto.

77. If and when the Settlement becomes Final, the claims against RGW in the Litigation shall be dismissed with prejudice, with the Parties to bear their own costs and attorneys' fees, costs, and expenses not otherwise awarded in accordance with this Settlement Agreement.

XIV. TERMINATION OF THIS SETTLEMENT AGREEMENT

78. Each Party shall have the right to terminate this Settlement Agreement if:

- a. The Court denies preliminary approval of this Settlement Agreement;
- b. The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs from the order proposed by the Parties);
- c. The Final Approval Order and Final Judgment do not become Final; or
- d. The Effective Date does not occur.

79. RGW may unilaterally terminate this Settlement Agreement if more than 1,000 Settlement Class Members Opt-Out of the Settlement.

80. Settlement Class Counsel agree to work in good faith to effectuate this Settlement Agreement and will not solicit or encourage, in any manner, Settlement Class Members to submit Opt-Out Requests or Objections.

81. If a Party elects to terminate this Settlement Agreement under this Section XIV, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or e-mail within ten (10) Days of the occurrence of the condition permitting termination.

82. Nothing shall prevent Plaintiffs or RGW from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement.

83. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval Order, the Final Approval Order (if applicable), and all of their provisions shall be rendered null and void; (ii) the Litigation and all Parties shall be deemed to have reverted to their respective status in the Litigation as of the date and time immediately preceding the execution of this Settlement Agreement; (iii) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed; and (iv) no term or draft of this Settlement Agreement nor any part of the Parties' settlement discussions, negotiations, or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), nor any rulings regarding class certification for settlement purposes (including the Preliminary Approval Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

84. If the Court does not approve the Settlement or the Effective Date cannot occur for any reason, RGW shall retain all its rights and defenses in this Litigation, including but not limited to its right to: object to the maintenance of the Litigation as a class action, move for summary judgment, and assert defenses at trial. Moreover, nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class action, or for any other purpose.

XV. RELEASE

85. The Final Approval Order and Final Judgment shall provide that claims against RGW in the Litigation are dismissed with prejudice as to any and all Settlement Class Members who are not Opt-Out Members.

86. On the Effective Date, Plaintiffs and each and every Settlement Class Member who is not an Opt-Out Member, shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim or proceeding, regardless of forum, may be pursued against Released Persons with respect to the Plaintiffs' Released Claims or the Released Class Claims.

87. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, Plaintiffs will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees, costs, and expenses, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued

and matured or not matured that arise out of, are connected to, or relate to the Data Incident, including such claims that were or could have been asserted in the Litigation and all Unknown Claims (the “Plaintiffs’ Release”). The Plaintiffs’ Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion (the “Plaintiffs’ Released Claims”). The Plaintiffs’ Released Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Plaintiffs’ Released Claims.

88. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, each Settlement Class Member who is not an Opt-Out Member will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys’ fees, costs, and expenses, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured that arise out of, are connected to, or relate to the Data Incident, including such claims that were or could have been asserted in the Litigation and all Unknown Claims (the “Settlement Class Release”). The Settlement Class Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion (the “Released Class Claims”). The Released Class Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Class Claims.

89. Subject to Court approval, as of the Effective Date, Plaintiffs and all Settlement Class Members who are not Opt-Out Members shall be bound by this Settlement Agreement and the Settlement Class Release and all of Plaintiffs' Released Claims and the Released Class Claims shall be dismissed with prejudice and released, irrespective of whether the Settlement Class Members received actual notice of the Litigation or this Settlement.

90. On entry of the Final Approval Order and Final Judgment, Plaintiffs and Settlement Class Members (other than Opt-Out Members) shall be enjoined from prosecuting, respectively, Plaintiffs' Released Claims and/or the Released Class Claims, in any proceeding in any forum against any of the Released Persons or based on any actions taken by any Released Persons authorized or required by this Settlement Agreement or the Court or an appellate court as part of this Settlement.

91. Without in any way limiting the scope of the Plaintiffs' Release or the Settlement Class Release (the "Releases"), the Releases cover, without limitation, any and all claims for attorneys' fees, costs, expenses, or disbursements incurred by Settlement Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the claims against RGW in the Litigation, the Settlement, the administration of such Settlement and/or Plaintiffs' Released Claims or Released Class Claims, as well as any and all claims for the Service Awards to Plaintiffs.

92. Nothing in the Releases shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein. Nor shall the Releases be construed to release claims arising out of physical injuries arising from the treatment Plaintiffs and Settlement Class Members received from RGW.

XVI. EFFECTIVE DATE

93. The “Effective Date” of this Settlement Agreement shall be the first Day after the date when all of the following conditions have occurred:

a. This Settlement Agreement has been fully executed by all Parties and their counsel;

b. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement and approving the Notice Program and Claim Form, all as provided above;

c. The Court-approved Postcard Notice has been mailed and other notice required by the Notice Program has been effectuated and the Settlement Website has been duly created and maintained as ordered by the Court;

d. The Court has entered a Final Approval Order finally approving this Settlement Agreement, as provided above; and

e. The Final Approval Order and Final Judgment have become Final.

XVII. MISCELLANEOUS PROVISIONS

94. **Publicity.** The Parties agree that they shall not issue press releases or purchase paid media space/time or take any similar, affirmative steps to draw media or public attention to this settlement, Settlement Fund, the amount or sum of individual Settlement Class Representative’s or Settlement Class Members’ shares or the events and negotiations surrounding this Settlement Agreement in any way, outside of the Settlement Class notice steps expressly provided for herein or otherwise ordered by the Court. For the avoidance of doubt, the prior sentence shall not restrict undersigned counsel’s ability to: (a) make such court filings (in this matter or in other matters) as counsel reasonably deems necessary and appropriate in the context of the litigation in which such

filing is made; and/or (b) include reference to counsel's participation in this litigation and settlement as part of counsel's experience on professional resumes/biographies, law firm website postings, and other statements of counsel qualifications/experience, provided that such content is consistent with the Settlement Agreement. If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

95. The Parties agree not to make any statements, written or verbal, or to cause or encourage any other Person to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the Parties and their respective counsel concerning all Plaintiffs' Released Claims or Released Class Claims, as well as the Litigation, the settlement, this Settlement Agreement, and any discussions, interactions, or negotiations of the settlement by the Parties and their counsel.

96. Any exhibits to this Settlement Agreement are a material part of the settlement and are incorporated and made a part of the Settlement Agreement

97. The recitals and exhibits to this Settlement Agreement are integral parts of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

98. This Settlement Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Settlement Agreement nor any action taken hereunder shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the CCAC or Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the part of RGW or any admission by RGW of any claim in this Litigation or allegation made in any other proceeding, including regulatory matters, directly or indirectly involving the Data Incident or allegations asserted in the CCAC and Litigation. This Settlement Agreement shall not be offered

or be admissible in evidence against the Parties or cited or referred to in any action or proceeding involving the Parties or any Settlement Class Member, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by RGW that Plaintiffs' claims or any similar claims are suitable for class treatment.

99. In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not addressed by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement to give this Settlement Agreement full force and effect.

100. In the event the Net Settlement Fund is insufficient to cover the payment for Credit Monitoring services claimed by Claimants, the duration of the coverage described in Paragraph 26(d) will be reduced to exhaust the fund. In such an event, no Net Settlement Funds would be distributed for the benefits described in Paragraphs 25 and 26(a)–(c). In the event the aggregate amount of all payments for Compensation for Ordinary Losses, Compensation for Lost Time, and Compensation for Extraordinary Losses exceeds the total amount of the Net Settlement Fund, then the value of those payments shall be reduced on a pro rata basis, such that the aggregate value of Compensation for Ordinary Losses, Compensation for Lost Time, and Compensation for Extraordinary Losses and payments for Credit Monitoring services does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds would be distributed to Claimants seeking Cash Compensation. All such determinations shall be performed by the Settlement Administrator. With the exceptions of (a) any costs associated with implementing Business

Practice Changes as specified above, and (b) paying its own legal fees, in no event shall RGW's payment obligations under this Settlement Agreement exceed \$3,600,000.00.

101. No person shall have any claim against Plaintiffs, Settlement Class Counsel, RGW, RGW's Counsel, the Settlement Administrator, or the Released Persons or any of the foregoing's agents or representatives based on the administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any order of the Court or appellate court.

102. This Settlement Agreement constitutes the entire Settlement Agreement between and among the Parties with respect to the Settlement of the Litigation. This Settlement Agreement supersedes all prior negotiations and settlement agreements and may not be modified or amended except by a writing signed by the Parties and their respective counsel. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

103. There shall be no waiver of any term or condition in this Settlement Agreement absent an express writing to that effect by the non-waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

104. In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party. Unless otherwise ordered by the Court, the Parties will have no, and do not agree to, any responsibility for such transmittal.

105. This Settlement Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

106. This Settlement Agreement shall be construed under and governed by the laws of the State of Maryland without regard to its choice of law provisions.

107. In the event that one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of the Settlement Agreement, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision(s) had never been a part of this Settlement Agreement as long as the benefits of this Settlement Agreement to RGW or the Settlement Class Members are not materially altered, positively or negatively, as a result of the invalid, illegal, or unenforceable provision(s).

108. This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties, Released Persons, and Settlement Class Members. The Parties waive the right to appeal or collaterally attack the Final Judgment entered under this Settlement Agreement.

109. The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

110. The Parties stipulate to stay all proceedings in the Litigation until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve judicial approval of this Settlement Agreement.

111. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

112. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her or its independent judgment and the advice of his, her or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

113. Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to the Settlement Agreement.

Approved as to form and content by counsel for Plaintiffs and the Settlement Class:

By: *Ben Barnow*
Ben Barnow
Barnow and Associates, P.C.
205 West Randolph Street, Ste. 1630
Chicago, IL 60606

Dated: *1/17/25*

By: _____
Gary M. Klinger
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606

Dated: _____

By: _____
Tyler J. Bean
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, NY 10151

Dated: _____

Approved as to form and content by counsel for RGW:

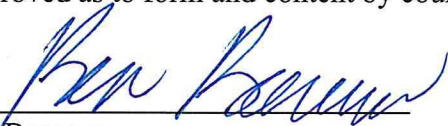
By: *David Quinn Gacioch*
David Q. Gacioch
McDermott Will & Emery LLP
200 Clarendon Street, Floor 58,
Boston, MA 02116-5021

David
Quinn
Gacioch
Digitally signed
by David Quinn
Gacioch
Date: 2025.01.20
11:53:38 -05'00'

Dated: 1/20/2025

IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to the Settlement Agreement.


Approved as to form and content by counsel for Plaintiffs and the Settlement Class:

By: 
Ben Barnow
Barnow and Associates, P.C.
205 West Randolph Street, Ste. 1630
Chicago, IL 60606

Dated: 1/17/25

By: _____
Gary M. Klinger
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606

Dated: _____

By: 
Tyler J. Bean
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, NY 10151

Dated: January 17, 2025


Approved as to form and content by counsel for RGW:

By: _____
David Q. Gacioch
McDermott Will & Emery LLP
200 Clarendon Street, Floor 58,
Boston, MA 02116-5021

Dated: _____

IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to the Settlement Agreement.

Approved as to form and content by counsel for Plaintiffs and the Settlement Class:

By: 
Ben Barnow
Barnow and Associates, P.C.
205 West Randolph Street, Ste. 1630
Chicago, IL 60606

Dated: 1/17/25

By: 
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PHILLIPS GROSSMAN PLLC
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Dated: 1/20/2025

By: _____
Tyler J. Bean
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, NY 10151

Dated: _____

Approved as to form and content by counsel for RGW:

By: _____
David Q. Gacioch
McDermott Will & Emery LLP
200 Clarendon Street, Floor 58,
Boston, MA 02116-5021

Dated: _____

Exhibit A

Your claim must be submitted online or postmarked by: MONTH DD, 2025

CLAIM FORM FOR DATA INCIDENT SETTLEMENT

RGW

In re Retina Group of Washington Data Security Incident Litigation
Case No. 8:24-cv-00004-LWW (D. Md.)

GENERAL INSTRUCTIONS

If you were notified that some of your personal information was potentially exposed as a result of the cyberattack on The Retina Group of Washington, PLLC’s (“RGW”) network systems, which occurred on or about March 26, 2023 (“Data Incident”), you are a member of the Settlement Class and are eligible to complete this Claim Form. RGW is a healthcare company that provides specialized ophthalmology and vision care services. If you are a Settlement Class Member, you are eligible to request 24 months of identity protection and credit monitoring service free of charge (“Credit Monitoring”), compensation for up to 4 hours of lost time at a rate of \$25.00 per hour (“Lost Time”), compensation for ordinary losses up to \$300.00, and compensation for extraordinary unreimbursed losses up to a total of \$5,000.00 (“Unreimbursed Losses”). As an alternative to making a claim for Unreimbursed Losses, Lost Time, and Credit Monitoring you may elect to receive an Alternative Cash Payment, the amount of which will be determined based on the amount remaining in the Settlement Fund after the amounts in the Settlement Fund have been distributed in accordance with the Settlement Agreement.

Please read this Claim Form carefully and answer all questions. Failure to provide required information could result in a denial of your claim.

This Claim Form may be submitted electronically via the Settlement Website at **URL** 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, by U.S. mail to:

RGW Data Incident Settlement Administrator
Settlement Administrator mailing address

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Telephone Number

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

Your claim must be submitted online or postmarked by: **MONTH DD, 2025**

CLAIM FORM FOR DATA INCIDENT SETTLEMENT

RGW

In re Retina Group of Washington Data Security Incident Litigation
Case No. 8:24-cv-00004-LWW (D. Md.)

II. PROOF OF CLASS MEMBERSHIP

- Check this box to certify that you received a notification that your personal data may have been involved in the Data Incident.

Enter the Notice ID Number provided on the Notice you received from the Settlement Administrator:

Notice ID Number

III. ALTERNATIVE CASH PAYMENT

- Check this box if you wish to receive an Alternative Cash Payment instead of payment for Unreimbursed Losses, Lost Time, and/or Credit Monitoring. The amount of the Alternative Cash Payment will depend on the amount of claims for Alternative Cash Payments and the amount of funds remaining in the Settlement Fund after all other distributions have been made, as explained in the Settlement Agreement.

*You may **NOT** claim the Alternative Cash Payment AND claim Unreimbursed Losses, Lost Time, and/or Credit Monitoring. If you claim the Alternative Cash Payment, you give up the right to receive reimbursement for Unreimbursed Losses, Lost Time, or enroll in Credit Monitoring. If you check the box for Alternative Cash Payment and check the boxes for any of the other relief below, the Settlement Administrator will assume that you mean to claim the Alternative Cash Payment Only.*

IV. IDENTITY THEFT PROTECTION – CREDIT MONITORING

- Check this box if you did not select the Alternative Cash Payment and wish to receive 24 months of free identity protection and credit monitoring service.

V. COMPENSATION FOR LOST TIME

All members of the Settlement Class who have spent time dealing with the Data Incident may claim up to four (4) hours of lost time at a rate of \$25.00 per hour, if they spent at least one-half hour dealing with the Data Incident and did not select the Alternative Cash Payment above. You must reasonably describe the lost time and attest that the time was spent dealing with the Data Incident. No supporting documentation is required.

Examples: You spent at least one-half hour calling customer service lines, writing letters or emails, or on the Internet in order to get fraudulent charges reversed or in updating automatic payment programs because your card number changed.

Hours claimed (up to 4 hours): _____ hours at \$25.00 per hour (minimum 0.5 hours).

- I attest and affirm under penalty of perjury that to the best of my knowledge and belief any claimed lost time was spent related to the Data Incident.

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

Your claim must be submitted online or postmarked by: MONTH DD, 2025

CLAIM FORM FOR DATA INCIDENT SETTLEMENT

RGW

In re Retina Group of Washington Data Security Incident Litigation Case No. 8:24-cv-00004-LWW (D. Md.)

Describe the Lost Time:

Horizontal lines for describing lost time.

VI. UNREIMBURSED LOSSES

All members of the Settlement Class who submit a Valid Claim using this Claim Form and supporting documentation are eligible for reimbursement of documented out-of-pocket expenses that were demonstrably incurred, more likely than not, as a result of the Data Incident, so long as they did not select the Alternative Cash Payment above. Check the box for each category of benefits you would like to claim.

You must reasonably describe the Unreimbursed Losses, provide supporting documentation, and attest that the losses were incurred as a result of the Data Incident to the best of your knowledge. Please provide as much information as you can to help us determine if you are entitled to a settlement payment.

A. ORDINARY LOSSES

Settlement Class Members who submit a Valid Claim using this Claim Form and supporting documentation are eligible for reimbursement of up to \$300.00 of ordinary out-of-pocket expenses resulting from the Data Incident.

Examples: Documented bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel relating to the Data Incident; fees for credit reports, credit monitoring, or other identity theft insurance products purchased between December 21, 2023 and [Claim Deadline].

I incurred ordinary losses as a result of the Data Incident totaling \$ (max \$300.00).

Describe your ordinary losses below, including the date the loss was incurred and its relation to the Data Incident:

Horizontal lines for describing ordinary losses.

Documentation of ordinary losses is required. You may mark out any transactions that are not relevant to your claim before sending in the documentation.

Your claim must be submitted online or postmarked by: MONTH DD, 2025

CLAIM FORM FOR DATA INCIDENT SETTLEMENT

RGW

In re Retina Group of Washington Data Security Incident Litigation Case No. 8:24-cv-00004-LWW (D. Md.)

If you are seeking reimbursement for fees, expenses, or charges, you MUST attach a copy of a statement from the company that charged you, or a receipt for the amount you incurred. If you are seeking reimbursement for credit reports, credit monitoring, or other identity theft insurance products purchased between December 22, 2023 and [CLAIM DEADLINE], you MUST attach a copy of a receipt or other proof of purchase for each credit report or product purchased.

Examples: Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (i.e., police station, IRS office), indication of why you traveled there (i.e., police report or letter from IRS re: falsified tax return) and number of miles you traveled; receipts or account statements reflecting purchases made for Credit Monitoring or Identity Theft Insurance Services.

All ordinary losses must be more likely than not attributable to the Data Incident and must not have been previously reimbursed.

I attest and affirm under penalty of perjury that to the best of my knowledge and belief any claimed ordinary losses have not been previously reimbursed and were incurred as a result of the Data Incident.

B. EXTRAORDINARY LOSSES

Settlement Class Members who submit a Valid Claim using this Claim Form and supporting documentation are eligible for reimbursement of up to \$5,000.00 of extraordinary out-of-pocket expenses due to identity theft or other fraud resulting from the Data Incident, so long as you did not select the Alternative Cash Payment above.

Extraordinary expenses MUST: (1) be an actual, documented, unreimbursed monetary loss; (2) be more likely than not a result of the Data Incident; (3) not be covered by a claim for Ordinary Losses (Section A above); and (4) have been incurred despite reasonable efforts to avoid or be reimbursed for the loss (including exhaustion of all available credit monitoring insurance, identity theft insurance, and other available insurance).

I incurred extraordinary losses as a result of the Data Incident totaling \$ (max \$5,000.00).

Describe your extraordinary losses below, including the date the loss was incurred and its relation to the Data Incident:

Multiple horizontal lines for describing extraordinary losses.

Documentation of extraordinary loss is required. The documentation must show the full amount of the claimed loss. You may mark out any transactions that are not relevant to your claim before sending in the documentation.

Questions? Go to URL or call 1-XXX-XXX-XXXX.

Your claim must be submitted online or postmarked by: MONTH DD, 2025

CLAIM FORM FOR DATA INCIDENT SETTLEMENT

In re Retina Group of Washington Data Security Incident Litigation
Case No. 8:24-cv-00004-LWW (D. Md.)

RGW

The loss must be more likely than not the result of the Data Incident and must not already be covered by the Ordinary Losses category.

I attest and affirm under penalty of perjury that to the best of my knowledge and belief any claimed extraordinary losses were actual monetary losses incurred due to identity theft or fraud as a result of the Data Incident and are not covered by a claim for Ordinary Losses.

VII. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a settlement payment:

- Digital Payment**- The payment email will be sent to the email address provided above. If no email is provided, you will receive a check.
- Physical Check** - Payment will be mailed to the address provided above.

VIII. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

Printed Name

Date

Exhibit B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

PLEASE READ THIS NOTICE CAREFULLY

To: All natural persons who are residents of the United States whose personally identifiable information or personal health information was maintained on The Retina Group of Washington, PLLC’s (“RGW” or “Defendant”) computer systems that were accessed on or about March 26, 2023 (the “Data Incident”), including all persons who were sent a notice of the Data Incident, referred to herein as the “Settlement Class.”

A proposed Settlement of claims against Defendant has been reached in a proposed class action lawsuit. The lawsuit asserted claims against Defendant related to the Data Incident.

If you are a member of the Settlement Class, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	This is the only way you can get a payment or a code for credit monitoring services.
OBJECT TO THE SETTLEMENT BY [DATE]	Write to the Court with reasons why you do not agree with the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY [DATE]	You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
GO TO THE FINAL FAIRNESS HEARING ON [DATE]	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
DO NOTHING	You will not get any compensation or credit monitoring from this Settlement and you will give up certain legal rights. Submitting a claim form is the only way to obtain payment or credit monitoring from this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.XXXXXXXXXXXXXX.com, or call 1- - - .
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals of the Court’s order granting final approval are resolved.

WHAT THIS NOTICE CONTAINS

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3. What is a class action?
4. Why is there a Settlement?

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this proposed class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the payments and credit monitoring codes that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the District of Maryland. The case is known as *In re Retina Group of Washington Data Security Incident Litigation*, No. 8:24-cv-00004-LWW (the “Lawsuit”). The persons who filed the Lawsuit are called the Plaintiffs and the entity they sued, The Retina Group of Washington, PLLC, is called the Defendant.

2. What is this lawsuit about?

The Lawsuit claims that the Defendant was responsible for failing to prevent the Data Incident and asserts claims such as: negligence, intrusion upon seclusion, breach of fiduciary duty, breach of implied contract, unjust enrichment, and violations of the Maryland Consumer Protection Act and the Maryland Personal Information Protection Act. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Incident.

Defendant has denied and continues to deny all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it. This Settlement is not an admission by the Defendant of any wrongdoing or liability.

3. What is a class action?

In a class action, one or more people called class representatives sue on behalf of people who they allege have similar claims. Together, all these people are called a class or class members. One Court and one judge resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Defendant. Instead, Plaintiffs negotiated a settlement with Defendant that allows both Plaintiffs and Defendant to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to obtain payment and credit monitoring services without further delay. The Settlement Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members. This Settlement does not mean that Defendant did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of this Settlement as a Settlement Class Member if your personal information was potentially accessible in the Data Incident or you previously received a notification from Defendant pertaining to the Data Incident.

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

Yes. Specifically excluded from the Settlement Class are RGW's officers and directors, as well as (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (ii) the judges assigned to the Litigation and to evaluate the fairness, reasonableness, and adequacy of this Settlement; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of perpetrating, aiding or abetting the criminal activity against Defendant that caused the Data Incident or who pleads *nolo contendere* to any such charge.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

Defendant will create a Settlement Fund of \$3,600,000.00, which will be used to pay for (i) reasonable Notice and Claims Administration Costs incurred pursuant to the Settlement Agreement as approved by the Parties and approved by the Court; (ii) any taxes owed by the Settlement Fund; (iii) any Service Awards approved by the Court; (iv) any attorneys' fees, costs, and expenses as approved by the Court; and (v) any benefits to Settlement Class Members, pursuant to the terms and conditions of the Settlement. The benefits to Settlement Class Members are explained below:

Alternative Cash Payment: As an alternative to a claim for Unreimbursed Losses, Lost Time, and/or Credit Monitoring (described below), Settlement Class Members may submit a claim to receive a pro rata cash payment from the Settlement Fund ("Alternative Cash Payment"). The amount of the Alternative Cash Payment will be calculated in accordance with the Settlement Agreement, which provides for a distribution of the Settlement Fund to first cover other costs and then distribute the remaining funds evenly amongst Settlement Class Members who elected to receive an Alternative Cash Payment. The Alternative Cash Payment is estimated to be approximately \$100, but will be determined based on the methods discussed above.

Compensation for Unreimbursed Losses and Credit Monitoring

The Settlement provides compensation for the following unreimbursed losses:

1. **Time Spent:** Up to 4 hours of lost time at a rate of \$25.00 per hour for time spent dealing with the Data Incident, if the Settlement Class Member spent at least one-half (0.5) hours dealing with the Data Incident;

2. **Ordinary Out-of-Pocket Expenses or Losses:** Out-of-pocket expenses up to \$300.00 demonstrably incurred, more likely than not, as a result of the Data Incident, including: documented bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, and fees for credit reports, credit monitoring, or other identity theft insurance product purchased between December 22, 2023 and [the Claims Deadline].
3. **Extraordinary Out-of-Pocket Expenses or Losses:** Out-of-pocket expenses up to \$5,000 directly arising from identity theft or other fraud perpetrated on or against the Settlement Class Member as a result of the Data Incident.

Compensation for lost time requires only an attestation that any claimed lost time was spent related to the Data Incident.

Compensation for unreimbursed losses (except for lost time), shall be paid only if: (1) the loss is an actual, documented,¹ and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Incident; and (3) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

4. **Credit Monitoring and Identity Theft Protection Services:** Settlement Class Members who do not opt for the Alternative Cash Payment are eligible to receive 24 months of Credit Monitoring and identity theft protection services free of charge. The Credit Monitoring and identity theft protection services will be provided to all valid claimants who timely enroll in these services for a period of 24 months from the date of activation, including daily three-bureau credit monitoring with Equifax, Experian, and TransUnion; identity restoration services; and \$1 million in identity theft insurance, among other features.

In addition to the monetary benefits provided by the Settlement, RGW has agreed to implement, within one hundred and twenty (120) days of the Effective Date, further data privacy and security measures to enhance its data security and privacy protocols and policies as part of this Settlement, specifically as follows:

- a. Maintain a written information security policy and require its employees to electronically acknowledge receipt and review of its written information security policy;
- b. Conduct cybersecurity training (either as a stand-alone or as part of other workforce training) that includes new hire orientation, mandatory annual refresher training, and periodic training updates to appropriate staff as reasonably necessary to address new information security issues and trends that arise;

¹ Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

c. Maintain a written password policy that requires appropriate password complexity commensurate to sensitivity level of the system; and

d. Conduct a periodic review of all data security policies to consider whether any updates are needed to meet legal requirements and industry standards.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

8. How do I get benefits from the Settlement?

To ask for a payment, you must complete and Submit a Claim Form. Claim Forms are available at www.xxxxxxxxxxxx.com, where you may also submit your Claim Form online. You may also request one by mail by calling 1-XXX-XXX-XXXX. Read the instructions carefully, fill out the Claim Form, and either submit it online or mail it postmarked no later than **Month Day, 2025** to:

RGW Data Incident Settlement Administrator
PO Box XXXXX
[city, state, ZIP]

9. How will claims be decided?

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

Additional information regarding the claims process can be found in Section VI of the Settlement Agreement, available at www.xxxxxxxxxxxx.com.

10. When will I get my payment?

The Court has scheduled a Final Approval Hearing at **: 0 .m.** on **Month _____, 2025** (though this date may change), to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. You will not receive payment until the Settlement becomes final and effective, which will happen upon expiration of the time to appeal any order of the Court approving a Settlement or the end of any appeals from that order. Please be patient.

REMAINING IN THE SETTLEMENT

11. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a payment or credit monitoring services you must submit a Claim Form postmarked or submitted online by **Month Day, 2025**.

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

If the Settlement becomes final, you will give up your right to sue Defendant for the claims being resolved by this Settlement, which generally includes any claims that you might have brought against Defendant related to the Data Incident. The specific claims you are giving up against Defendant are described in Section XV of the Settlement Agreement. You will be “releasing” Defendant and all related people or entities as described in Section XV of the Settlement Agreement. The Settlement Agreement is available at www.xxxxxxxxxxxx.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what this means you can talk to the law firm listed in Question 16 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue Defendant about issues in the Lawsuit, then you must take steps to get out of the Settlement Class. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Settlement Class.

13. If I exclude myself can I still get payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

14. If I do not exclude myself can I sue Defendant for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue Defendant for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement. Your letter must (a) state your full name, address, and telephone number; (b) contain your personal and original signature (or the original signature of a person authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on your behalf with respect to a claim or right such as those in the Litigation); and (c) state unequivocally your intent to be excluded from the Settlement Class and from the Settlement. You must mail your exclusion request postmarked no later than **Month Day, 2025** to:

RGW Data Incident Settlement Administrator
PO Box XXXXX
[city, state, ZIP]

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed Ben Barnow of Barnow and Associates, P.C., Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, and Tyler J. Bean of Siri & Glimstad, LLP to represent you and other Settlement Class Members. These lawyers are called Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will Settlement Class Counsel be paid?

If the Settlement is approved and becomes final, Settlement Class Counsel will ask the Court to award attorneys' fees not to exceed \$1,200,000.00 and reasonable litigation costs and expenses. Settlement Class Counsel will also request approval of service awards of \$2,000.00 each for the Settlement Class Representatives.

OBJECTING TO THE SETTLEMENT

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

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

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file with the Court and mail copies to Settlement Class Counsel and Defendant's Counsel a written notice stating that you object to the Settlement.

Your objection must:

- i. identify the case name and number;
- ii. state your full name, current mailing address, and telephone number;
- iii. contain your original signature;
- iv. state that you object to the Settlement, in whole or in part;
- v. set forth a statement of the legal and factual basis for the Objection; and
- vi. provide copies of any documents that you wish to submit in support of your position.

Your objection must be filed with the Clerk for the District of Maryland, 6500 Cherrywood Lane, Greenbelt, MD 20770, and served upon Settlement Class Counsel and Defendant’s Counsel at the addresses below no later than **Month Day, 2025**.

SETTLEMENT CLASS COUNSEL	DEFENDANT’S COUNSEL
<p style="text-align: center;">Ben Barnow Barnow and Associates, P.C. 205 W. Randolph St., Ste. 1630 Chicago, IL 60606</p>	<p style="text-align: center;">David Q. Gacioch McDermott Will & Emery LLP 200 Clarendon Street, Floor 58, Boston, MA 02116-5021</p>

19. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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

The Court will hold a Final Approval Hearing at : 0 .m. on **Month Day, 2025**, in the United States District Court for the District of Maryland, 6500 Cherrywood Lane, Greenbelt, MD 20770. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 18). The Court will also decide whether to approve fees, expenses, and reasonable litigation costs to Settlement Class Counsel, and the Service Awards to the Settlement Class Representatives.

21. Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

22. May I speak at the Final Approval Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in Question 18 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will **NOT** receive any compensation from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and the Release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or related parties about the issues involved in the Lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

24. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.xxxxxxxxx.com, or by writing to the **RGW Data Incident Settlement Administrator**, P.O. Box XX, [Location].

25. How do I get more information?

Go to www.xxxxxxxxx.com, call 1 [redacted], or write to the **RGW Data Incident Settlement Administrator**, P.O. Box XX, [Location]

***Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer any questions regarding the Settlement or the Lawsuit.***

Exhibit C

RGW Data Incident Settlement Administrator
{Settlement Administrator mailing address}

**LEGAL NOTICE
ONLY TO BE OPENED
BY THE INTENDED
RECIPIENT**

«ScanString»

*A court has authorized this
Notice.*

Postal Service: Please do not mark barcode

*This is not a solicitation
from a lawyer.*

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

If Your Personal Information Was Exposed in a Data Incident Involving The Retina Group of Washington, PLLC, You May Be Eligible for a CASH PAYMENT or Other Benefits from a Class Action Settlement.

PLEASE VISIT [\[InsertWebsiteLink\]](#) FOR MORE INFORMATION.

Why am I receiving this notice? A class action settlement in the case entitled *In re Retina Group of Washington Data Security Incident Litigation*, No. 8:24-cv-00004-LWW, currently pending in the United States District Court for the District of Maryland, has been reached between the Plaintiffs and Defendant The Retina Group of Washington, PLLC (“RGW”). The case concerns a cyberattack on RGW which occurred on or about March 26, 2023 (the “Data Incident”). You are receiving this notice because RGW’s records show that your personal information was potentially accessible as a result of the Data Incident. **The records show that you may be a member of the Settlement Class, defined below.**

Who’s Included in the Settlement Class? The Settlement Class includes all natural persons who are residents of the United States who are identified on the Settlement Class List whose personal information may have been involved in the Data Incident and who do not timely elect to be excluded from the Settlement Class, except for certain excluded persons including, but not limited to, the judge presiding over the action, RGW’s officers and directors, and persons who opt-out of the Settlement (please see the Settlement Website for further details).

What are the Settlement benefits? The Settlement provides for payments to people who submit valid claims for: (i) an Alternative Cash Payment estimated to be approximately \$100 **OR** (ii) up to 4 hours of lost time for Class Members who spent at least one-half hour responding to the Data Incident, at the rate of \$25 per hour, (iii) up to \$300 for ordinary unreimbursed out-of-pocket expenses incurred as a result of the Data Incident, (iv) up to \$5,000 for extraordinary unreimbursed out-of-pocket expenses incurred as a result of the Data Incident, and (v) 24 months of three-bureau credit monitoring services. Please visit **URL** for a full description of Settlement benefits and more information on how to submit a Claim Form. The deadline to submit a Claim Form is **Month DD, 2025**.

What are my options? To receive payment, you must submit a Claim Form by Month DD, 2025. The Claim Form can be found on the website **URL**. If you do not want to be legally bound by the Settlement, you must **opt out** of the Settlement by **Month DD, 2025**. If you want to **object** to the Settlement, you must file an objection by **Month DD, 2025**. The Long Form Notice available on the Settlement Website explains how to submit a Claim Form, opt out, or object.

The Court’s Fairness Hearing. The Court will hold a Fairness Hearing on **Month DD, 2025**, to consider whether to approve the Settlement, a request for attorneys’ fees of no more than one-third of the Settlement Fund and reasonable costs and expenses for Plaintiffs’ counsel, and service awards of \$2,000 for each of the Settlement Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but it is not required. More information is available on the website.

For more information, please visit **URL** or call toll-free **XXX-XXX-XXXX**

RGW Data Incident Settlement Administrator
{Settlement Administrator Mailing Address}

<UniqueID>

THIS IS NOT A CLAIM FORM

PERSONAL INFORMATION UPDATE FORM

If you wish to notify the Settlement Administrator of any change in your contact information, you may fill out and return this card.

*First Name:	<input type="text"/>	*MI:	<input type="text"/>	*Last Name:	<input type="text"/>
*Address:	<input type="text"/>	*State:	<input type="text"/>	*ZIP Code:	<input type="text"/>
*City:	<input type="text"/>				

Exhibit D

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

IN RE RETINA GROUP OF WASHINGTON
DATA SECURITY INCIDENT LITIGATION

No. 8:24-cv-00004-LWW

**[PROPOSED] ORDER PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

This matter having come before the Court on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (the “Motion”), the Court having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Settlement Agreement (“Settlement Agreement”) between Plaintiffs Mary Vandembroucke, Katherine Traynham, Kwame Dapaah-Siakwan, Jennifer Boehles, Shalane Vance, Sharon Jenkins, Natalia Girard, David Puckett, and Desiree McCormick and Defendant The Retina Group of Washington, PLLC (“Defendant” or “RGW”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them in the Settlement Agreement.

Settlement Class Certification

2. The Court hereby conditionally certifies, pursuant to Federal Rule of Civil Procedure 23(b)(3), and for the purposes of settlement only, the following Settlement Class consisting of:

All natural persons who are residents of the United States who are identified on the Settlement Class List whose personal information may have been involved in the Data Incident and who do not timely elect to be excluded from the Settlement Class. Excluded from the Settlement Class are RGW's officers and directors, and any entity in which RGW has a controlling interest; the affiliates, legal representatives, attorneys, successors, heirs, and assigns of RGW; and members of the judiciary to whom this case is assigned, their families, and members of their staff.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Federal Rule of Civil Procedure 23(a)—including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied.

- a. The members of the class are too numerous for their joinder to be practicable. There are approximately 450,000 Settlement Class Members.
- b. Questions of law and fact common to the Settlement Class predominate over individualized questions. Issues such as whether Defendant failed to prevent the potential accessibility of Plaintiffs' and Settlement Class Members' personally identifiable information and personal health information; and whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information potentially accessible in the Data Incident; and any laws and regulations will turn on legal or factual questions that apply to each Settlement Class Member.
- c. Plaintiffs are adequate class representatives whose interests in this matter are aligned with those of all other Settlement Class Members. Proposed class

counsel— Ben Barnow of Barnow and Associates, P.C., Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, and Tyler J. Bean of Siri & Glimstad, LLP —have experience and expertise prosecuting class actions and have committed the necessary resources to represent the Settlement Class.

d. A class action is a superior method for the fair and efficient resolution of this matter.

4. The Court further finds, for settlement purposes only, that the requirements of Federal Rule of Civil Procedure 23(b)(3) have been met for the reasons stated in Plaintiffs’ Motion, in that the questions of law or fact common to class members predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

Preliminary Approval of Settlement

5. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm’s-length between the Parties, who were represented by experienced counsel.

6. For settlement purposes only, Plaintiffs Mary Vandembroucke, Katherine Traynham, Kwame Dapaah-Siakwan, Jennifer Boehles, Shalane Vance, Sharon Jenkins, Natalia Girard, David Puckett, and Desiree McCormick are appointed as Settlement Class Representatives.

7. For settlement purposes only, the following counsel are hereby appointed as Settlement Class Counsel:

Ben Barnow
BARNOW AND ASSOCIATES, P.C.
205 West Randolph Street, Ste. 1630
Chicago, IL 60606

Gary M. Klinger

MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606

Tyler J. Bean
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, NY 10151

Manner and Form of Notice

8. The Court approves, in form and content, the Postcard and Long-Form Notices, attached to the Settlement Agreement as Exhibits C and B, respectively, and finds that they meet the requirements of Federal Rule of Civil Procedure 23(c)(2) and satisfy due process.

9. The Court finds that the planned notice set forth in the Settlement Agreement meets the requirements of Federal Rule of Civil Procedure 23(c)(2) and constitutes the best notice practicable under the circumstances, where Settlement Class Members' identities are contained in Defendant's records and may be readily ascertained, satisfying fully the requirements of due process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. Verita Global, LLC is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of the Notices as set forth in the Settlement Agreement.

12. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Notices no later than 90 days after the Notice Date. The Court hereby approves as to form and content the Claim Form attached to the Settlement Agreement as Exhibit A.

13. All Claim Forms must be either mailed via U.S. Mail to the address specified in the Claim Form and/or be electronically submitted to the Settlement Administrator via the Settlement Website no later than no later than 90 days after the Notice Date. Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance the Settlement Agreement shall not be entitled to receive any portion of the Settlement Fund.

14. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including with respect to Released Class Claims as set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated other litigation or other proceedings against Defendant or the Released Persons relating to the claims released under the terms of the Settlement Agreement.

15. Settlement Class Counsel may file a motion seeking an award of attorneys' fees, costs and expenses, as well as Service Awards for the Settlement Class Representatives, in accordance with the terms of the Settlement Agreement, no later than 45 days following the Notice Date.

Exclusions from the Settlement Class

16. Any person within the Settlement Class may request exclusion from the Settlement Class by expressly stating his/her request in a written exclusion request. Such exclusion requests must be received by the Settlement Administrator at the address specified in the Settlement Class Notice in written form, by first class mail, postage prepaid, and postmarked, no later than 60 days after the Notice Date.

17. In order to exercise the right to be excluded, a person within the Settlement Class must timely submit via first class mail a written request for exclusion to the Settlement Administrator (a) stating his or her full name, address, and telephone number; (b) containing the Settlement Class Member's personal and original signature; and (c) stating unequivocally the Settlement Class Member's intent to be excluded from the Settlement Class and from the Settlement. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class of any other person within the Settlement Class.

18. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

Objections to the Settlement

19. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Settlement Class Counsel intends to seek and the payment of the Service Awards to the Settlement Class Representatives, may do so,

either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below in Paragraph 20 of this Order, with the Clerk of the Court, and served upon Settlement Class Counsel and Defendant’s Counsel no later than 60 days after the Notice Date. Addresses for Settlement Class Counsel and Defendant’s Counsel are as follows:

SETTLEMENT CLASS COUNSEL	DEFENDANT’S COUNSEL
<p style="text-align: center;">Ben Barnow Barnow and Associates, P.C. 205 W. Randolph St., Ste. 1630 Chicago, IL 60606</p>	<p style="text-align: center;">David Q. Gacioch McDermott Will & Emery LLP 200 Clarendon Street, Floor 58, Boston, MA 02116-5021</p>

20. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objections, and must also: (i) include the case name and number; (ii) set forth the Settlement Class Member’s full name, current address, and telephone number; (iii) contain the Settlement Class Member’s original signature; (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the objections; and (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position. Objections must be filed with the Court and served on Settlement Class Counsel and RGW’s Counsel no later than sixty (60) Days after the Notice Date. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys’ fees, costs, and expenses, to the payment of the Service Awards, and to the Final Approval Order and the right to appeal same.

21. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement, may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Settlement Class Counsel's fee and expense application and/or the request for a Service Awards to the Settlement Class Representatives are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates his/her intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in his/her written objection the identity of any witnesses he/she may call to testify, and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which shall be attached.

22. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make his or her objection to the Settlement in the manner provided herein, or who does not also timely provide copies to Counsel for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

Final Approval Hearing

23. All papers in support of the Final Approval of the Settlement shall be filed at least 14 days prior to the Final Approval Hearing.

24. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Class Claims against any of the Released Persons.

25. A Final Approval Hearing shall be held before the Court on _____, at _____ .m., in the United States District Court for the District of Maryland, 6500 Cherrywood Lane, Greenbelt, MD 20770 (or at such other time and location as the Court may without further notice direct) for the following purposes:

- a. to finally determine whether the applicable prerequisites for settlement class action treatment under Federal Rule of Civil Procedure 23 have been met;
- b. to determine whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;
- c. to determine whether the judgment as provided under the Settlement Agreement should be entered;
- d. to consider the application for an award of attorneys' fees, costs, and expenses to Settlement Class Counsel;
- e. to consider the application for Service Awards to the Settlement Class Representatives;
- f. to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- g. to rule upon such other matters as the Court may deem appropriate.

26. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. At or following the

Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

27. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

Temporary Stay

28. All discovery, pending motions, and other proceedings in the Litigation as between Plaintiffs and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

Termination of the Settlement

29. If the Settlement fails to become effective in accordance with its terms, or if the Final Order and Judgment is not entered or is reversed or vacated on appeal, the Order shall be null and void, the Settlement Agreement shall be deemed terminated, and the Parties shall return to their positions without any prejudice, as provided for in the Settlement Agreement.

Upcoming Deadlines

30. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

EVENT	DATE
Defendant to provide Settlement Class List to Settlement Administrator	14 Days after entry of Preliminary Approval Order
Notice Date	21 Days after receipt of Settlement Class List from Defendant
Deadline for Plaintiffs to File Motion for Attorneys’ Fees, Costs, Expenses, and the Service Awards for Settlement Class Representatives	45 Days after Notice Date
Opt-Out and Objection Deadlines	60 Days after Notice Date

Deadline for Class Members to Submit Claim Forms	90 Days after Notice Date
Deadline for Plaintiffs to File Motion for Final Approval of Class Action Settlement	14 Days prior to Final Approval Hearing
Final Approval Hearing	At least 110 Days after the entry of this Order

IT IS SO ORDERED.

ENTERED: _____

Hon. Lisa W. Wang
International Trade Judge

Exhibit E

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

IN RE RETINA GROUP OF WASHINGTON
DATA SECURITY INCIDENT LITIGATION

No. 8:24-cv-00004-LWW

**[PROPOSED] FINAL ORDER APPROVING
CLASS ACTION SETTLEMENT**

This matter coming to be heard on Plaintiffs' Motion for Final Approval of Class Action Settlement (the "Motion"), due and adequate notice having been given to the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises,

IT IS HEREBY ORDERED:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them in the Settlement Agreement.
2. This Court has jurisdiction over the subject matter of the Litigation and personal jurisdiction over all parties to the Litigation, including all Settlement Class Members.
3. This Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated [INSERT], and the Court finds that adequate notice was given to all members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.
4. The Court has read and considered the papers filed in support of this Motion for Final Approval, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. Based on the papers filed with the Court, the Court now gives Final Approval of the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arm's-length negotiations presided over by a neutral mediator, further support this finding.

6. Pursuant to Federal Rule of Civil Procedure 23(b)(3), and for the purposes of settlement only, the Court certifies the following Settlement Class consisting of:

All natural persons who are residents of the United States who are identified on the Settlement Class List whose personal information may have been involved in the Data Incident and who do not timely elect to be excluded from the Settlement Class. Excluded from the Settlement Class are RGW's officers and directors, and any entity in which RGW has a controlling interest; the affiliates, legal representatives, attorneys, successors, heirs, and assigns of RGW; and members of the judiciary to whom this case is assigned, their families, and members of their staff.

7. For settlement purposes only, the Court confirms Mary Vandembroucke, Katherine Traynham, Kwame Dapaah-Siakwan, Jennifer Boehles, Shalane Vance, Sharon Jenkins, Natalia Girard, David Puckett, and Desiree McCormick as Settlement Class Representatives and finds that they are adequate representatives of the Settlement Class.

8. For settlement purposes only, the Court confirms following counsel as Settlement Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class:

Ben Barnow
BARNOW AND ASSOCIATES, P.C.
205 West Randolph Street, Ste. 1630
Chicago, IL 60606

Gary M. Klinger
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606

Tyler J. Bean
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, NY 10151

9. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is too numerous for their joinder to be practicable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Settlement Class Representatives and Settlement Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this Litigation.

10. The Court has determined that the Notice given to the Settlement Class Members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class Members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2), applicable law, and the due process clause of the U.S. Constitution.

11. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

12. The Court dismisses the Litigation with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiffs' and all Settlement Class Members' claims against the Released Persons. The Court adjudges that Plaintiffs' Released Claims and the Released Class Claims and all of the claims described in the Settlement Agreement

are released against the Released Persons.

13. The Court adjudges that the Plaintiffs and all Settlement Class Members who have not opted out of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Plaintiffs Released Claims and Released Class Claims against the Released Persons, as set forth in the Settlement Agreement.

14. The Court further adjudges that, upon entry of this Order, the Settlement Agreement and the above-described release of Plaintiffs' Released Claims and the Released Class Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings related to Plaintiffs' Released Claims or the Released Class Claims maintained by or on behalf of Plaintiffs and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, heirs, beneficiaries, conservators, trustees, executors, administrators, representatives, and assigns of each of the foregoing, as set forth in the Settlement Agreement. The Released Persons may file the Settlement Agreement and/or this Final Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim 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 or counterclaim.

15. The persons listed on **Exhibit 1**, attached hereto and incorporated by this reference, submitted timely and proper requests for exclusion, are excluded from the Settlement Class, and are not bound by the terms of the Settlement Agreement or this Final Order.

16. Plaintiffs and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of Plaintiffs' Released Claims or the Released Class Claims or any

of the claims described in the Settlement Agreement against the Released Parties.

17. The Court approves payment of attorneys' fees, costs, and expenses to Settlement Class Counsel in the amount of \$_____. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Settlement Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, costs, and expenses, finds the award of attorneys' fees, costs, and expenses appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the substantial work performed by Settlement Class Counsel. Third, the Court concludes that the Settlement was negotiated at arm's-length without collusion, and that the negotiation of attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members. Finally, the Court notes that the Notice specifically and clearly advised the Settlement Class that Settlement Class Counsel would seek an award in the amount sought.

18. The Court approves the Service Awards in the amount of \$_____ each for the Settlement Class Representatives Mary Vandembroucke, Katherine Traynham, Kwame Dapaah-Siakwan, Jennifer Boehles, Shalane Vance, Sharon Jenkins, Natalia Girard, David Puckett, and Desiree McCormick, and specifically finds such amount to be reasonable in light of the services performed by Plaintiffs for the Settlement Class, including taking on the risks of litigation and helping achieve the results to be made available to the Settlement Class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

19. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an

admission or concession by or against Defendant or any of the other Released Persons of any fault, omission, liability, or wrongdoing, or of the validity of any of Plaintiffs' Released Claims or the Released Class Claims as set forth in the Settlement Agreement. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by Defendant or any of the other Released Persons. The Final Approval of the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiffs, the Settlement Class Members, or Defendant.

20. _____ objections were filed by Settlement Class Members in this matter. The Court has considered all objections in their entirety and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

21. The Court appoints Maryland Bar Foundation, Inc. as the Non-Profit Residual Recipient of the Settlement Agreement. After all payments and distributions are made pursuant to the terms and conditions of the Settlement Agreement, the Settlement Administrator should distribute all residual funds to Maryland Bar Foundation, Inc.

22. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with this Final Order and Judgment and do not limit the rights of the Settlement Class Members.

23. Without affecting the finality of this Final Order and Judgment for purposes of appeal, the Court retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any

other necessary purpose.

IT IS SO ORDERED.

ENTERED: _____

Hon. Lisa W. Wang
International Trade Judge