

Notice of 20/20 Eye and Hearing Care Data Breach Class Action Settlement

A federal court has authorized this Notice. This is not a solicitation from a lawyer.
Please read this Notice carefully and completely.

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

- A Settlement has been proposed in a class action lawsuit against 20/20 Eye Care Network, Inc. (“ECN”) and its parent company iCare Acquisition (“Defendants”), arising out of the security incident that occurred in January 2021 affecting ECN’s data environment containing certain patient information (the “Data Incident”). After an investigation, Defendants found that a still-unknown individual accessed ECN’s data environment without authorization and removed and deleted certain patient information stored there.
- ECN is a third-party benefits administrator for **vision** services. ECN also contracted with 20/20 Hearing Care Network, Inc. (“HCN”), a third-party benefits administrator for **hearing** services, to store patient information collected by HCN in ECN’s data environment. Both ECN and HCN contract with certain health plans to assist with claims administration, and as a result ECN and HCN receive certain personal identifying information and protected health information.
- You are receiving this Notice because your information may have been affected by the Data Incident.
- You are eligible to receive a cash payment of \$50.00 from the proposed class action Settlement. As an alternative to this cash payment, you may elect to receive thirty-six (36) months of identity monitoring. IDX identity protection services include Cyberscan dark web monitoring, a \$1,000,000.00 insurance reimbursement policy, and fully managed identity theft recovery services. You cannot receive both of these benefits—you must choose only one.
- You may *also* be eligible to receive reimbursement for out-of-pocket expenses or lost time reasonably traceable to the Data Incident. Eligible claimants can receive up to \$2,500.00 in reimbursement for documented out-of-pocket losses and up to \$25.00 per hour for up to ten (10) hours of time spent addressing or remedying issues related to the Data Incident (referred to herein as “Lost Time”).
- To make a claim for out-of-pocket expenses, you must have paid money for which you have not been reimbursed for items related to the Data Incident. For example:
 - 1) to purchase a credit monitoring product, credit- or identity theft protection product, or other product or service designed to identify or remediate the Data Incident;
 - 2) to access, freeze, or unfreeze a credit report with a credit reporting agency; or
 - 3) gas mileage, telephone expenses, obtaining replacement debit or credit card costs, bank fees, or other expenses reasonably traceable to the Data Incident.
- To make a claim for Lost Time, you must provide information as to how much time you spent dealing with the Data Incident and/or the Notice of Data Incident you received from Defendants and provide a summary of what you did.
- In addition, if you experienced actual identity fraud as a result of the Data Incident, you may also submit a claim for reimbursement. Eligible claimants may be entitled to recover for losses of up to \$5,000.00 per individual.
- Visit 2020EyeCareDataBreach.com to make a claim. You can also opt out of or object to the Settlement.
- Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make now.

Questions? Go to 2020EyeCareDataBreach.com or call 1-877-624-2227.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
Submit a Claim Form	The only way to get a payment. You must make an election of the benefits you want to receive.	Online or postmarked by May 1, 2023 .
Exclude Yourself by Opting Out	Get no payment. This is the only option that allows you to keep your right to bring any other lawsuit against the Defendants if you are a Class Member.	Postmarked to the Settlement Administrator by April 3, 2023 .
Object to the Settlement and/or Attend a Hearing	You can write the Court about why you like or do not like the Settlement. The Court cannot change or order a different Settlement. You can also ask to speak to the Court at the hearing on June 22, 2023 , about the fairness of the Settlement, with or without your own attorney.	Postmarked to the Settlement Administrator by April 3, 2023 .
Do Nothing	Get no payment. Give up rights if you are a Class Member.	See deadlines above.

These rights and options—and the deadlines to exercise them—are explained in this Notice.

- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement after any appeals are resolved.

BASIC INFORMATION

1. Why did I get this Notice?

A court authorized this Notice because the people described in Question 5 of this Notice have the right to know about a legal settlement. As a Class Member, you could be eligible to receive a payment for (1) reimbursement of out-of-pocket expenses and Lost Time; (2) either 36 months of Identity Monitoring Services or an alternative cash payment of \$50.00; and (3) payment for losses due to identity theft.

To know if you qualify, see the answer to Question 5 below.

2. What is this lawsuit about?

In January 2021, 20/20 Eye Care Network, Inc. (“ECN”) experienced an unauthorized access to its data environment whereby someone removed and then deleted certain patient information stored there. In addition, because ECN shared that data environment with 20/20 Hearing Care Network, Inc. (“HCN”), certain hearing care patient information was also removed and then deleted. Following notice of the Data Incident, multiple class action lawsuits were filed against ECN and its parent company iCare. All of those class actions were consolidated, resulting in a single, consolidated class action with the following named plaintiffs: Stephany Alcalá, Benjamin J. Liang, Amber Lowe, on behalf of herself and her minor children C.B., K.B., M.B., and G.M., and David Runkle (the “Representative Plaintiffs”). The Representative Plaintiffs filed a First Amended Consolidated Class Action Complaint alleging negligence, unjust enrichment, breach of confidence, and violations of Florida’s Deceptive and Unfair Trade Practices Act (“FDUTPA”) related to injuries they alleged to have sustained arising from the Data Incident. The Court found that Plaintiffs had standing to sue, and Plaintiffs’ claims were dismissed by the Court with the right to replead. The Representative Plaintiffs then filed a Second Amended Consolidated Class Action Complaint, this time alleging multiple negligence claims and one claim for violation of FDUTPA. Defendants again sought to dismiss the Second Amended Consolidated Complaint. While Defendants’ dismissal motion was pending, the parties explored the possibility of a resolution without further litigation, through settlement. After a full day of mediation and more than two months of post-mediation negotiations, the parties arrived at the settlement terms detailed herein.

3. What is a class action?

In a class action, the plaintiffs act as “Class Representatives” and sue on behalf of themselves and other people who have similar claims. This group of people is called the “class,” and the people in the class are called “Class Members” or the “Settlement Class.” One court resolves the issues for all Class Members, except for people who

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exclude themselves from the class. Judge Rodolfo Ruiz II of the United States District Court for the Southern District of Florida is in charge of this case. The case is *Wenston Desue et al. v. 20/20 Eye Care Network, Inc. et al.*, No. 21-cv-61275-RAR (S.D. Fla.). The people who sued are called the Plaintiffs. The entities they sued—ECN and iCare—are called the Defendants.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the costs and risks of a trial, and Class Members can get benefits or compensation. The Class Representatives and Class Counsel think the Settlement is in the best interest of the Class.

WHO IS IN THE SETTLEMENT?

5. Who is in the Settlement?

The Settlement Class is defined as “All Persons who were sent a notification from either ECN or HCN as a result of the Data Incident.”

A Person is a living natural person who is not an employee of any of the Defendants and who is a resident of the United States.

6. What should I do if I am not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Settlement Administrator, which is a company called Epiq Class Action & Claims Solutions, Inc. (“Epiq”), at 1-877-624-2227 for more information.

THE SETTLEMENT BENEFITS

7. What does the Settlement Provide?

The Defendants will pay \$3,000,000.00 into a Settlement Fund, which will be distributed to Class Members who submit valid claims, after attorneys’ fees and litigation expenses of Class Counsel are paid. No matter how many or how few claims are submitted, the amount of the Settlement Fund will not change and none of the money will come back to the Defendants. The Settlement Fund will provide Class Members with an optional \$50.00 cash payment, or in the alternative thirty-six (36) months of identity monitoring protection. Class Members must make a claim to collect their cash payment or to register for the identity monitoring protection.

In addition, the Settlement Fund will cover Class Members’ valid claims for documented out-of-pocket expenses and Lost Time spent:

- (1) to purchase a credit monitoring product, credit- or identity theft protection product, or other product or service designed to identify or remediate the Data Incident;
- (2) to access, freeze, or unfreeze a credit report with a credit reporting agency;
- (3) as a result of an identity theft incident or to mitigate an identity theft incident; or
- (4) any other time reasonably spent addressing issues related to the Data Incident.

Eligible claimants can receive up to \$2,500.00 in reimbursement for out-of-pocket losses and up to \$25.00 per hour for up to ten (10) hours of Lost Time.

Defendants also agree to reimburse Class Members who experience identity theft as a result of the Data Incident and make a claim for reimbursement. Eligible claimants may be entitled to reimbursement of losses of up to \$5,000.00 per individual upon documentation of actual identity fraud. Defendants’ agreement to reimburse Class Members for actual identity theft is limited to a gross maximum of \$600,000.00. These claims will be paid separately from the Settlement Fund.

Defendants will pay for the costs of notice and administration outside the Settlement Fund as well.

Questions? Go to 2020EyeCareDataBreach.com or call 1-877-624-2227.

8. How will I receive payment?

The payments above for Class Members who submit a valid Claim will be made by either an electronic payment or check at the Class Member's election.

9. What am I giving up if I stay in the Class?

If you are a Class Member (see Question 5 above), unless you exclude yourself with an opt-out request (see Question 16 below), you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the issues in this case. The "Releases" section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The entire text of the Settlement Agreement can be viewed at 2020EyeCareDataBreach.com.

HOW TO GET A PAYMENT – MAKING A CLAIM

10. How can I get a payment?

If you were subject to the Data Incident and experienced an out-of-pocket loss that you believe is attributable to the Data Incident in any of the three categories listed in Question 7 above, you can make a claim by filling out and submitting the Claim Form available at 2020EyeCareDataBreach.com.

If you are claiming out-of-pocket expenses or actual identity fraud under the Settlement, you must describe the expenses, their amount, and when and why you incurred them. If your claim is for expenses related to a credit freeze, credit monitoring, identity theft protection, similar services, or other expenditures, you must also attest that you incurred those losses in response to the Data Incident in this case.

Your claim must be reasonably documented—you must enclose or upload documentation sufficient to show (a) the amount of unreimbursed loss that you suffered, and (b) why you believe that the loss is reasonably attributable to the Data Incident in the case. For expenditures of money, this documentation may include credit card or bank statements, emails, invoices, receipts, or telephone records, including photographs of the same. For compensable claims for loss of income due to time off of work, this documentation may include pay stubs, invoices, other billing records, or emails or other communications or records reflecting time taken off work. Personal statements or declarations are not reasonable documentation for out-of-pocket or identity fraud reimbursement under the Settlement, but they may be used to provide clarification, context, or support for other documentation submitted in support of a claim. The maximum amount any one claimant can recover for out-of-pocket expenses is \$2,500.00 and the maximum for identity theft is \$5,000.00.

If you are claiming Lost Time, you must simply describe the relevant actions you took, when you took them, and the amount of time each action took. A \$25.00 hourly rate will apply to compensable Lost Time with a maximum of 10 hours recoverable. You must attest that to the best of your knowledge, the time spent was related to this Data Incident, including as a result of receiving the Notice of Data Incident.

You can contact the Settlement Administrator to request a paper Claim Form by telephone (1-877-624-2227), email (info@2020EyeCareDataBreach.com) or U.S. Mail (Settlement Administrator, P.O. Box 2960, Portland, OR 97208-2960).

Submit the Claim Form by filing it through the "Submit a Claim" page of the Settlement Website or by sending it to the U.S. Mail address listed above.

11. What is the deadline for submitting a claim form?

To be eligible for payment, Claim Forms must be filed online or postmarked no later than **May 1, 2023**.

12. When will I get my payment?

The Court will hold a hearing on **June 22, 2023, at 10 a.m.**, to decide whether to approve the Settlement. Payments will be made after the Settlement is approved and becomes final (meaning there is no appeal from the order approving the Settlement). Updates regarding the Settlement will be posted on the Settlement Website, 2020EyeCareDataBreach.com.

Questions? Go to 2020EyeCareDataBreach.com or call 1-877-624-2227.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court appointed Gayle M. Blatt of the law firm Casey Gerry Schenk Francavilla Blatt & Penfield LLP and Bryan Bleichner of the law firm Chestnut Cambronne PA; Dorothy P. Antullis of Robbins, Geller, Rudman & Dowd LLP; Jean S. Martin of Morgan & Morgan, P.A.; Terence R. Coates of Markovits, Stock and DeMarco, LLC; Joseph M. Lyon of the Lyon Firm; Nathan D. Prosser of Hellmuth & Johnson PLLC; and M. Anderson Berry of Clayco C. Arnold A Professional Law Corp. as attorneys to represent the Class. These lawyers are called Class Counsel. You will not be charged for their services.

14. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in court for you if you object to the Settlement, or if you otherwise want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

15. How will the lawyers be paid?

The attorneys representing the Class have not yet received any payment for their legal services or any reimbursement of the costs or out-of-pocket expenses they have incurred. Class Counsel plans to ask the Court to award attorneys' fees from the Settlement Fund not to exceed \$750,000.00, which is twenty-five percent (25%) of the Settlement Fund, and up to \$35,000.00 in reasonable litigation expenses.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and you don't want benefits from the Settlement, and you want to keep your right, if any, to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Class.

16. How do I get out of the Settlement?

You may opt out of the Settlement by **April 3, 2023**. To opt out, you must send a letter or postcard via U.S. Mail to the Settlement Administrator's address below. You must include the following in your letter or postcard:

- Your current address;
- A statement that you want to opt out of the Settlement; and
- Your signature.

Class Action Opt Out
Eye Care Data Breach Settlement
P.O. Box 2960
Portland, OR 97208-2960

Opt-out requests must be postmarked no later than **April 3, 2023**.

17. If I am a Class Member and don't opt out, can I sue the Defendants for the same thing later?

No. If you are a Class Member (see Question 5 above), unless you opt out, you give up the right to sue ECN and iCare for the claims resolved by the Settlement. So, if you are a Class Member and you want to try to pursue your own lawsuit, you must opt out.

18. What happens if I opt out?

If you opt out of the Settlement, you will not have any rights as a member of the Class under the Settlement; you will not receive any payment as part of the Settlement; you will not be bound by any further orders or judgments in this case; and you will keep the right, if any, to sue on the claims alleged in the case at your own expense.

Questions? Go to 2020EyeCareDataBreach.com or call 1-877-624-2227.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

19. How do I tell the Court if I don't like the Settlement?

If you are a Class Member and you do not opt out of the Settlement, you can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to change or order a different settlement; the Court can only approve or deny this Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to any part of the proposed Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

To object, you must mail a document to Epiq, the appointed Settlement Administrator, saying that you object to the proposed Settlement in *Wenston Desue et al. v. 20/20 Eye Care Network, Inc. et al.*, No. 21-cv-61275-RAR (S.D. Fla.). Any objection must be in writing and must:

- Clearly identify the case name and number: *Wenston Desue et al. v. 20/20 Eye Care Network, Inc. et al.*, United States District Court, Southern District of Florida, No. 0:21-cv-61275-RAR;
- Include your full name, address, telephone number, and email address;
- Include the full name, address, telephone number, and email address of your counsel (if you are represented by counsel);
- State whether the objection applies only to you, to a specific subset of the Class, or to the entire Class, and also state with specificity the grounds for the objection;
- Confirm whether you intend to personally appear and/or testify at the Final Approval Hearing and if so, whether you are or will be represented by counsel; and
- Provide your signature and the signature of your duly authorized counsel or other duly authorized representative.

You can mail the objection by First-Class U.S. Mail to the Settlement Administrator at the following address, and it must be postmarked no later than **April 3, 2023**:

Objection Processing
Eye Care Data Breach Settlement
P.O. Box 2960
Portland, OR 97208-2960

20. What's the difference between objecting and opting out?

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you are a Class Member and do not opt out of the Settlement. Opting out of the Settlement is telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it does not affect you. You cannot both opt out of and object to the Settlement.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Final Approval Hearing at **10 a.m. on June 22, 2023**, at the federal courthouse located at 299 East Broward Boulevard, Fort Lauderdale, FL 33301.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may choose to hear from people who have asked to speak at the hearing.

The Court may also decide how much Class Counsel should receive in fees and expense reimbursements. At or after the hearing, the Court will decide whether to approve the Settlement.

Questions? Go to 2020EyeCareDataBreach.com or call 1-877-624-2227.

The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this Notice. The date of the Final Approval Hearing may change without further notice to the Class Members. Be sure to check the website, 2020EyeCareDataBreach.com, for news of any such changes.

You can also access the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.flsd.uscourts.gov/>.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include a statement in your written objection (discussed above at Question 19) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well. You cannot speak at the hearing if you opt out or exclude yourself from the Class.

IF I DO NOTHING

24. What happens if I do nothing at all?

If you do nothing and you are a Class Member, you will get no money from this Settlement, and you will not be able to sue the Defendants for the conduct alleged in this case. If you do nothing and you are not a Class Member, the Settlement will not affect or release any individual claim you may have. If you received this Notice addressed to you, then you are a Class Member.

GETTING MORE INFORMATION

25. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement—more details are in the Settlement Agreement and other case documents. You can get a copy of these documents at 2020EyeCareDataBreach.com, by accessing the docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.flsd.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the Southern District of Florida, 299 East Broward Boulevard, Room 108, Fort Lauderdale, FL 33301 between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

26. How do I get more information?

The website 2020EyeCareDataBreach.com, has the Claim Form, answers to questions about the Settlement, and other information to help you determine whether you are eligible for a payment.

You can also call or write to the Settlement Administrator:

Settlement Administrator
Eye Care Data Breach Settlement
P.O. Box 2960
Portland, OR 97208-2960
(877) 624-2227

Questions? Go to 2020EyeCareDataBreach.com or call 1-877-624-2227.

Class Counsel can be reached as follows:

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