

## NOTICE OF CLASS ACTION SETTLEMENT

### UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

*In Re U.S. Vision Data Breach Litigation,*  
Case No. 1:22-cv-06558-CPO/SAK

**If your personal information was accessed, stolen, or compromised in a data breach affecting Nationwide Optometry, Nationwide Vision Center, and/or SightCare, you may be eligible for benefits from a class action settlement.**

*A court authorized this notice. This is not a solicitation from a lawyer.*

- A Settlement has been reached with Nationwide Optometry, P.C., Nationwide Vision Center, LLC, and Sightcare, Inc. (collectively, “Nationwide-Sightcare”) in a class action lawsuit about a third-party criminal cyberattack targeting USV Optical, Inc.’s, a subsidiary of U.S. Vision, Inc., email and computer systems between approximately April 20, 2021 and May 17, 2021 (the “Data Breach”).
- The lawsuit claims that Nationwide-Sightcare was responsible for the Data Breach. Nationwide-Sightcare denies all of the claims. The Court has not decided in favor of any party. Instead, a settlement was reached. This Settlement is not an admission of wrongdoing, but rather is a compromise to end the lawsuit.
- The Settlement includes all residents of the United States who are current or former patients, customers, employees, members, or covered dependents of Nationwide-Sightcare, or any of their affiliated or related business entities whose Personal Information was accessed, stolen, or compromised as a result of the Data Breach.
- The Settlement provides several benefits to Settlement Class Members who submit valid claims, including twenty-four (24) months of 3-bureau credit and identity theft monitoring and cash payments for certain documented and undocumented expenses and lost time incurred as a result of the Data Breach.
- The Settlement releases all claims against Nationwide-Sightcare and the Released Parties arising out of or relating to the Data Breach. The Settlement does not settle or release claims against USV Optical, Inc. or U.S. Vision, Inc. (together, “USV”), relating to the Data Breach. The full scope and text of the release is set forth in Question 16, below.

**Your legal rights are affected even if you do nothing. Read this Notice carefully.**

### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>Submit a Claim by September 23, 2024</b>	This is the only way to receive a payment for losses suffered as a result of the Data Breach.
<b>Ask to be Excluded by August 23, 2024</b>	You will not receive a payment, but you will retain any rights you currently have with respect to Nationwide-Sightcare and the issues in this case. This is the only option that allows you to bring your own lawsuit against Nationwide-Sightcare related to the Data Breach.
<b>Object by August 23, 2024</b>	Write to the Court about why you do not like the Settlement.
<b>Go to the Hearing</b>	Ask to speak in Court about the fairness of the Settlement.
<b>Do Nothing</b>	Get no payment or benefit. Give up rights to submit a claim or bring a different lawsuit against Nationwide-Sightcare related to the Data Breach.

- 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 grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.

**Questions? Call 1-888-857-6324**

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**Questions? Call 1-888-857-6324**

## BASIC INFORMATION

### 1. Why was this Notice issued and why should I read it?

The Court authorized this notice because you may be included in the Settlement Class and have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

Judge Christine P. O’Hearn of the United States District Court for the District of New Jersey is overseeing this case known as *In Re U.S. Vision Data Breach Litigation*, Case No. 1:22-cv-06558- CPO/SAK. The people who sued are called the Plaintiffs. Nationwide-Sightcare is called the Defendant.

### 2. What is this lawsuit about?

The lawsuit claims that Nationwide-Sightcare was responsible for the Data Breach and asserts claims such as: negligence, negligence per se, breach of fiduciary duty, breach of implied contract, unjust enrichment, alleged violations of the Arizona Consumer Fraud Act, A.R.S. § 44-1521 *et seq.*, and alleged violations of the Oklahoma Consumer Protection Act, 15 O.S. § 751 *et seq.*

Nationwide-Sightcare denies these claims and says that it did not do anything wrong. The Data Breach was a third-party criminal attack that breached USV’s systems; Nationwide-Sightcare’s systems were not impacted.

### 3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class. Here, the Settlement Class Representatives—Ian Torres, Bonita Odell, and Lacie Morgan—sued on behalf of a class of all individuals whose information was compromised as a result of the Data Breach.

### 4. Why is there a Settlement?

The Court did not issue a ruling in favor of the Plaintiffs or Nationwide-Sightcare. Rather, both sides agreed to a settlement. The Settlement is not an admission that Nationwide-Sightcare did something wrong, but rather is a compromise to end the lawsuit. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will get compensation. The Settlement Class Representatives and their attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class.

## WHO IS IN THE SETTLEMENT?

### 5. How do I know if I am included in the Settlement?

You are included in the Settlement if you reside in the United States, are a current or former patient, customer, employee, member, or covered dependent of Nationwide Optometry, P.C., Nationwide Vision Center, LLC, Sightcare, Inc., or any of their affiliated or related business entities, and your Personal Information was accessed, stolen, or compromised as a result of the Data Breach.

Specifically excluded from the Settlement Class are:

(i) Nationwide-Sightcare, any Entity in which Nationwide-Sightcare has a controlling interest, and Nationwide-Sightcare’s officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; (iii) any individual who timely and validly opts out of the Settlement; and (iv) USV, any Entity in which USV has a controlling interest, and USV’s officers, directors, legal representatives, successors, subsidiaries, and assigns.

**Questions? Call 1-888-857-6324**

## 6. What if I am not sure whether I am included in the Settlement?

The Settlement includes all residents of the United States who are current or former patients, customers, employees, members, or covered dependents of Nationwide Optometry, P.C., Nationwide Vision Center, LLC, Sightcare, Inc., or any of their affiliated or related business entities whose Personal Information was accessed, stolen, or compromised as a result of the Data Breach. If you believe that you are included in the Settlement, you may print a copy of the Claim Form from the Settlement website, complete the Claim Form, and return it (along with any documentation as required) to the Settlement Administrator at the address provided in Question 13. The Settlement Administrator will review your claim and determine whether you are a member of the Settlement Class and, if so, whether you are entitled to the benefits you claim under the Settlement.

You may call 1-888-857-6324 with questions. You may also write with questions to Nationwide-Sightcare's Settlement Administrator,

Nationwide Sightcare Data Incident

Settlement Administrator

PO Box 2713

Portland, OR 97208-2713.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

## 7. What does the Settlement provide?

Settlement Class Members may submit a claim for either:

- Pro-Rata Cash Payment. The amount of this payment is estimated to be \$50. The amount actually paid will vary and could be *higher or lower*. The amount actually paid will depend on the number and types of claims actually submitted and determined to be valid. Please see Question 8 for more information about how the amount of the Pro-Rata Cash Payment will be calculated.

OR

- Out-of-Pocket Expense and Time Reimbursement and Credit Monitoring Benefits: (1) Documented Ordinary Expense Reimbursement (Question 9), (2) Documented Extraordinary Expense Reimbursement (Question 10), (3) Lost-Time Reimbursement (Question 11), and Credit Monitoring Services (Question 12). The aggregate total cash payment that any Settlement Class Member may receive in reimbursement will not exceed \$5,400.00. You may submit a claim for all or any of these benefits for which you qualify.

The requirements to for the various benefits are set forth herein (see Questions 8, 9, 10, 11, and 12), as well as in the Settlement and Claim Form.

## 8. What is the Pro-Rata Cash Payment?

Settlement Class Members are eligible to claim a pro-rata cash payment. This is in the alternative to all other relief, i.e., this is in the alternative to making a claim for Out-of-Pocket Expense and Time Reimbursement and Credit Monitoring Benefits. Put differently, if you submit a claim for the Pro-Rata Cash Payment, you may *not* claim any of the Out-of-Pocket Expense and Time Reimbursement and Credit Monitoring Benefits.

It is estimated that this payment will be approximately \$50. However, this is an estimate. ***The amount actually paid could be higher or lower.*** The amount actually paid will depend on the total amount of valid claims submitted by Settlement Class Members for (1) this Pro-Rata Cash Payment, (2) Documented Ordinary Expense Reimbursement, (3) Documented Extraordinary Expense Reimbursement, and (4) Lost-Time Reimbursement. It will also depend on the costs to provide notice of this Settlement and administer it, as well as the amounts that the Court awards for attorneys' fees, expenses, and service awards.

**Questions? Call 1-888-857-6324**

## 9. What payments are available for Documented Ordinary Expense Reimbursement?

Settlement Class Members are eligible to receive reimbursement for documented out-of-pocket expenses that were incurred as a result of the Data Breach for one or more of the following, not to exceed a total of \$300.00 per Settlement Class Member:

- costs and expenses spent addressing identity theft or fraud;
- preventative costs including purchasing credit monitoring, placing security freezes on credit reports, or requesting copies of credit reports for review; and
- other documented expenses that were not reimbursed.

Settlement Class Members seeking reimbursement for these expenses must submit reasonable documentation to support that the out-of-pocket ordinary expenses claimed were the result of the Data Breach. Please refer to the Claim Form for additional details.

## 10. What payments are available for Documented Extraordinary Expense Reimbursement?

Settlement Class Members are eligible to receive reimbursement of up to \$5,000.00 for documented actual identity theft losses or expenses or other unreimbursed fraudulent charges that are the result of the Data Breach. Please refer to the Claim Form for additional details.

## 11. What payments are available for Lost-Time Reimbursement?

Settlement Class Members who spent time dealing with repercussions of the Data Breach, but do not have documentation of such time, will be eligible to submit a Settlement Claim for time spent in an amount of \$25 per hour up to 4 hours (for a total of \$100.00). Please refer to the Claim Form for additional details.

## 12. What Credit Monitoring Services are available?

Settlement Class Members are eligible to receive twenty-four (24) months of 3-bureau credit and identity theft monitoring. The credit and identity theft monitoring will have the following features: (i) real time monitoring of the credit file at all three major credit bureaus; (ii) identity theft insurance (no deductible) of one million United States dollars (\$1,000,000); and (iii) access to fraud resolution agents to help resolve identity thefts.

### HOW DO YOU SUBMIT A CLAIM?

## 13. How do I get a payment or benefits under the Settlement?

To receive a payment or other Settlement benefits, you must complete and submit a Claim Form, including all required information and documents (see the Claim Form for more information).

If you received a notice of the Settlement in the mail, your notice contains a unique Claim Form Identifier and PIN that will allow you to submit your Claim Form online through the Settlement website ([www.NationwideSightcare.com](http://www.NationwideSightcare.com)). You may not submit an electronic Claim Form without this Claim Form Identifier (or PIN). If you received a notice of the Settlement in the mail but prefer to submit paper copy of the Claim Form, please visit the Settlement Website ([www.NationwideSightcare.com](http://www.NationwideSightcare.com)), print a copy of the Claim Form, read the instructions carefully, provide all requested information and documentation (as appropriate depending on the benefits you are claiming) and return it to Settlement Administrator at the address and by the deadline below.

If you did *not* receive a notice of the Settlement in the mail, but you believe that you are a member of the Settlement Class, you may submit a Claim Form. To do so, please visit the Settlement website ([www.NationwideSightcare.com](http://www.NationwideSightcare.com)), print a copy of the Claim Form, read the instructions carefully, provide all requested information and documentation (as appropriate depending on the benefits you are claiming) and return it to Settlement Administrator at the address and by the deadline below.

**Questions? Call 1-888-857-6324**

All Claim Forms must be provided to the Settlement Administrator by the Claims Deadline, which is September 23, 2024. For Claim Forms submitted online, this means that the completed Claim Form and all required information and documentation must be submitted through the Settlement website on or before September 23, 2024. For paper Claim Forms submitted via U.S. Mail, this means that the completed Claim Form and all required information and documentation must be mailed to the Settlement Administrator at the address below and postmarked no later than September 23, 2024.

Nationwide Sightcare Data Incident  
Settlement Administrator  
PO Box 2713  
Portland, OR 97208-2713

#### 14. How will claims be decided?

The Settlement Administrator will initially decide whether the information provided on each Claim Form is complete and valid. The Settlement Administrator may require additional information. If you do not provide the additional information or do not provide the information within the time period set by the Settlement Administrator, the claim will be considered invalid, and you will not receive any benefits under the Settlement.

Approved Claims are those submitted in a timely manner and found to be valid by and in an amount approved by the Settlement Administrator.

If the aggregated amount of Approved Claims for Documented Ordinary Expense Reimbursement, Documented Extraordinary Expense Reimbursement, Lost-Time Reimbursement, and Credit Monitoring, when aggregated with Administration and Notice Costs, Attorneys' Fees as approved by the Court, Expenses as approved by the Court, and Service Awards as approved by the Court **is more than the amount of the Settlement Fund**, then those Approved Claims will be reduced on a *pro rata* basis such that the total aggregate amount of those Approved Claims, Administration and Notice Costs, Attorneys' Fees as approved by the Court, Expenses as approved by the Court, and Service Awards as approved by the Court, does not exceed the amount of the Settlement Fund. This scenario is not anticipated, but it is possible, and if it were to occur, it means that there would be no Pro-Rata Cash Payments at all.

If the aggregated amount of Approved Claims for Documented Ordinary Expense Reimbursement, Documented Extraordinary Expense Reimbursement, Lost-Time Reimbursement, and Credit Monitoring, when aggregated with Administration and Notice Costs, Attorneys' Fees as approved by the Court, Expenses as approved by the Court, and Service Awards as approved by the Court is **less than the amount of the Settlement Fund**, then the remaining amount of Settlement Fund shall be used to pay valid claims made for the Pro-Rata Cash Payment.

Nationwide-Sightcare's total payments under the Settlement will not exceed \$3,450,000.00. This amount includes all payments for all Settlement relief (i.e., Approved Claims), Settlement notice and administration costs, attorneys' fees and expenses, and service awards.

#### 15. When will I get my payment or benefit?

The Court will hold a hearing on **October 15, 2024** to decide whether to approve the Settlement. If the Court approves the Settlement after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

### WHAT DOES NATIONWIDE-SIGHTCARE GET?

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

If the Settlement becomes final and you do not exclude yourself from the Settlement, you will remain a Settlement Class Member and you will give up your right to sue Nationwide-Sightcare and other Released Parties for any Released Claims. The specific claims being released are described below and in the "Definitions" (Section 2) of the Settlement Agreement. Below we have included the definitions of "Released Claims," "Unknown Claims," and "Released Parties." The definitions of any other capitalized terms contained in the terms defined below are also included in the "Definitions" (Section 2) of the Settlement Agreement. If you have any questions you can talk to Class Counsel listed in Question 22 for free or you can, of course, talk to your own lawyer.

**Questions? Call 1-888-857-6324**



The term “Released Claims” means any and all claims (including, without limitation, any and all common law, equitable, and statutory claims arising under the laws of any jurisdiction, including those arising under state and/or federal laws of the United States), defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary sanctions or damages for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, penalties, interest, attorneys’ fees, costs, or expenses, whether known or unknown (including Unknown Claims (defined below)), suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to the Data Breach, the facts alleged in the Action, or any theories of recovery that were, or could have been, raised at any point in the Action.

“Unknown Claims” means any and all Released Claims that any Settlement Class Representative or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Settlement Class Representatives and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. 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.**

The Settlement Class Representatives and 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 definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

“Released Parties” means Nationwide Optometry, P.C., Sightcare, Inc., and Nationwide Vision Center, LLC, and each of their current and former parents, subsidiaries, divisions, and affiliated companies, whether indirect or direct, as well as these entities’ respective predecessors, successors, assigns, directors, officers, employees, agents, vendors, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, and retailers. Expressly excluded from the definition of Released Parties is U.S. Vision, Inc. and USV Optical, Inc. Claims against U.S. Vision, Inc. and USV Optical, Inc. relating to the Data Breach have not been settled, are not being released, and are still pending in the litigation.

#### Plaintiffs’ Release

**As of the Effective Date, all Releasing Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all Released Claims against the Released Parties and any of their current, former, and future affiliates, parents, subsidiaries, representatives, officers, agents, directors, employees, contractors, shareholders, vendors, insurers, reinsurers, successors, assigns, and attorneys, except for claims relating to the enforcement of the Settlement or this Agreement. For the avoidance of doubt, the Releasing Parties do not release any claims against USV.**

#### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want to be part of this Settlement, but you want to keep the right to sue Nationwide-Sightcare 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 is sometimes referred to as “opting out” of—the Settlement.

#### **17. If I exclude myself, can I get a payment or benefits from this Settlement?**

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

**Questions? Call 1-888-857-6324**

## 18. If I do not exclude myself, can I sue Nationwide-Sightcare for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Nationwide-Sightcare (and the Released Parties) for the claims that this Settlement resolves. You must exclude yourself from the Settlement 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.

If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this class action, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitations or repose.

## 19. How do I exclude myself from the Settlement?

To exclude yourself, you must submit a written request to the Settlement Administrator that includes:

- your name and address;
- the case name and number of this Action (i.e., *In Re U.S. Vision Data Breach Litigation*, Case No. 1:22-cv-06558-CPO/SAK (D.N.J.));
- a statement clearly indicating that you want to be excluded from the Settlement; and
- your signature.

Requests for exclusion must seek exclusion only for the single individual whose personal signature appears on the request. A request that seeks exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator.

Requests for exclusion may be submitted to the Settlement Administrator in one of two ways:

- By United States mail, postmarked by **August 23, 2024**, to:

**Nationwide Sightcare Data Incident  
Settlement Administrator  
PO Box 2713  
Portland, OR 97208-2713;**

or

- Online through the Opt-Out portal on the Settlement website ([www.NationwideSightcare.com](http://www.NationwideSightcare.com)), clicking on the FAQ tab, and going to FAQ 19. Once your opt-out has been submitted, please verify it through the link in the confirmation email. Opt-outs must be submitted and verified no later than **August 23, 2024**.

### **OBJECTING TO THE SETTLEMENT**

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

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision to approve the Settlement. To object, you must file a written objection in this Action, *In Re U.S. Vision Data Breach Litigation*, Case No. 1:22-cv-06558-CPO/SAK (D.N.J.), with the Clerk of the Court, and mail copies to Class Counsel and Nationwide-Sightcare's Counsel at the addresses below.

Your written objection must state:

- the case name and number of this Action (i.e., *In Re U.S. Vision Data Breach Litigation*, Case No. 1:22-cv-06558-CPO/SAK (D.N.J.));
- your full name, address, telephone number, and, if you are represented by counsel, his or her full name, address, and telephone number;
- information identifying yourself as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of your settlement notice, copy of original notice of the Data Breach, or a statement explaining why you believe you are a Settlement Class Member);

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- a statement of whether your objection applies only to you, to a specific subset of the class, or to the entire class;
- a statement of the number of times you (and, where applicable, your counsel) has objected to a class action settlement within the three years preceding the date you file your objection, along with the caption of each case in which you made such objection;
- a statement of the specific grounds for the objection; and
- a statement confirming whether you intend to appear, whether personally or through counsel, at the Final Approval Hearing.

To be considered, written notice of the objection in the appropriate form must be electronically filed in the Action’s electronic docket no later than August 23, 2024, or if not electronically filed, sent via first class, postage-prepaid United States Mail, postmarked no later than August 23, 2024 to (a) the Clerk of Court, (b) Class Counsel, and (c) Nationwide-Sightcare’s Counsel at the addresses below.

COURT	NATIONWIDE-SIGHTCARE’S COUNSEL	CLASS COUNSEL
Clerk of Court Melissa E. Rhoads Mitchell H. Cohen Building & U.S. Courthouse 4 <sup>th</sup> & Cooper Streets Camden, NJ 08101	Donald M. Houser ALSTON & BIRD LLP 1201 West Peachtree Street NE Atlanta, GA 30309-3424	Ben Barnow BARNOW AND ASSOCIATES, P.C. 205 West Randolph Street, Ste. 1630 Chicago, IL 60606  Terence R. Coates MARKOVITS, STOCK & DEMARCO, LLC 119 E. Court Street, Suite 530 Cincinnati, OH 45202  Jean S. Martin MORGAN & MORGAN 201 N. Franklin Street, 7 <sup>th</sup> Floor Tampa, Florida 33602

**21. What is the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you do not like the Settlement, or any part of the Settlement, and why you do not think it should be approved. You can object only if you are a member of the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement and do not want to receive any payment or benefit from the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**THE LAWYERS REPRESENTING YOU**

**22. Do I have a lawyer in this case?**

Yes. The Court appointed Ben Barnow of Barnow and Associates, P.C., Terence R. Coates of Markovits, Stock & DeMarco, LLC, and Jean S. Martin of Morgan & Morgan as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

**23. How will the lawyers be paid?**

Class Counsel will ask the Court for an award for attorneys’ fees, costs, expenses. Class Counsel will request up to one-third (33⅓%) of the Settlement Fund to be awarded as attorneys’ fees, in addition to seeking reasonable costs and expenses. Any award of attorneys’ fees, plus reasonable costs and expenses, would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

**Questions? Call 1-888-857-6324**

The Settlement Class Representatives and Class Counsel will also ask the Court for a service award of up to \$3,500 for each of the Settlement Class Representatives.

Any award for attorneys' fees, costs and expenses for Class Counsel, and service awards to Settlement Class Representatives must be approved by the Court. The Court may award less than the amounts requested. If approved, these amounts will be deducted from the \$3,450,000.00 capped total settlement amount prior to making payments to Settlement Class Members who submit valid Claim Forms. Class Counsel's papers in support of final approval of the Settlement and their application for attorneys' fees, costs and expenses, and service awards will be filed no later than **August 9, 2024**, and will be posted on the Settlement website.

## THE COURT'S APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 10:00 a.m. on **October 15, 2024**, at the United States District Court for the District of New Jersey, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for service awards for the Settlement Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.NationwideSightcare.com](http://www.NationwideSightcare.com) or call 1-888-857-6324.

### 25. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you made your written objection on time with the Court according to the instructions provided in Question 20, the Court will consider it.

### 26. 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 submit a written objection according to the instructions in Question 20, including all the information required, no later than **August 23, 2024**.

## IF YOU DO NOTHING

### 27. What happens if I do nothing?

If you do nothing, you will not get any money or benefits from this Settlement and after the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Nationwide-Sightcare or any of the other Released Parties about the Data Breach, ever again.

## GETTING MORE INFORMATION

### 28. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. A copy of the Settlement Agreement is available at [www.NationwideSightcare.com](http://www.NationwideSightcare.com). You may also call the Settlement Administrator with questions or to get a Claim Form at 1-888-857-6324.

**Questions? Call 1-888-857-6324**