

## 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	
<b>SUBMIT A CLAIM FORM BY JUNE 23, 2025</b>	This is the only way you can get a payment or a code for credit monitoring services.
<b>OBJECT TO THE SETTLEMENT BY MAY 27, 2025</b>	Write to the Court with reasons why you do not agree with the Settlement.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY MAY 27, 2025</b>	You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
<b>ATTEND THE FINAL APPROVAL HEARING ON JUNE 9, 2025</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
<b>DO NOTHING</b>	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.RetinaGroupDataSettlement.com](http://www.RetinaGroupDataSettlement.com), or call 1-833-619-2740.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will be made only after the Court grants final approval of the Settlement and after any appeals of the Court’s order granting final approval are resolved.

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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 whom 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 \$100.00, 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 June 23, 2025.
3. **Extraordinary Out-of-Pocket Expenses or Losses:** Out-of-pocket expenses up to \$5,000.00 directly arising from identity theft or other fraud perpetuated 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,<sup>1</sup> 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.

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

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;
- 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.RetinaGroupDataSettlement.com](http://www.RetinaGroupDataSettlement.com), where you may also submit your Claim Form online. You may also request one by mail by calling 1-833-619-2740. Read the instructions carefully, fill out the Claim Form, and either submit it online or mail it postmarked no later than **June 23, 2025** to:

RGW Data Incident Settlement Administrator  
P.O. Box 301134  
Los Angeles, CA 90030-1134

#### **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.RetinaGroupDataSettlement.com](http://www.RetinaGroupDataSettlement.com).

#### **10. When will I get my payment?**

The Court has scheduled a Final Approval Hearing at 1:00 p.m. on Monday, June 9, 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 **June 23, 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.RetinaGroupDataSettlement.com](http://www.RetinaGroupDataSettlement.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 May 27, 2025 to:

RGW Data Incident Settlement Administrator  
P.O. Box 301134  
Los Angeles, CA 90030-1134

**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 **May 27, 2025**.

<b>SETTLEMENT CLASS COUNSEL</b>	<b>DEFENDANT'S COUNSEL</b>
Ben Barnow Barnow and Associates, P.C. 205 W. Randolph Street, Suite 1630 Chicago, IL 60606	David Q. Gacioch McDermott Will & Emery LLP 200 Clarendon Street, Floor 58 Boston, MA 02116-5021

**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 1:00 p.m. on June 9, 2025. This hearing will proceed virtually via ZoomGov. A Zoom link will be made available on the Settlement website a day before the hearing. 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.RetinaGroupDataSettlement.com](http://www.RetinaGroupDataSettlement.com), or by writing to the RGW Data Incident Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134.

### **25. How do I get more information?**

Go to [www.RetinaGroupDataSettlement.com](http://www.RetinaGroupDataSettlement.com), call 1-833-619-2740, or write to the RGW Data Incident Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134.

***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.***