

EXHIBIT A

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

SAYED ABUBAKER and MAGDALYNE
HILLIARD, individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

DOMINION DENTAL USA, INC., DOMINION
DENTAL SERVICES USA, INC., DOMINION
DENTAL SERVICES, INC., DOMINION
NATIONAL INSURANCE COMPANY,
DOMINION DENTAL SERVICES OF NEW
JERSEY, INC, AVALON INSURANCE
COMPANY, CAPITAL ADVANTAGE
INSURANCE, and CAPITAL BLUECROSS,

Defendants.

Civil Action No. 1:19-cv-01050-LMB-
MSN

SETTLEMENT AGREEMENT

This Settlement Agreement, entered into May 18, 2021, is made and entered into jointly by the following Settling Parties to the above-captioned action: (i) plaintiffs Sayed Abubaker and Magdalayne Hilliard (the “Representative Plaintiffs”), individually and as named class representatives on behalf of the Settlement Class (as defined below), by and through their counsel Kim D. Stephens, Barrett J. Vahle, and Jason T. Dennett (“Class Counsel”); (ii) plaintiffs Matthew Slate, Mark Bradley, Joseph Cardiff, and Daniel W. Cho, by and through their counsel Kim D. Stephens, Barrett J. Vahle, and Jason T. Dennett (“Dismissed Plaintiffs”); and (iii) defendants Dominion Dental USA, Inc., Dominion Dental Services USA, Inc., Dominion National Insurance Company, Dominion Dental Services of New Jersey, Inc., and Dominion Dental Services, Inc. (collectively referred to as “Dominion National,” or the “Dominion National Defendants”), Avalon Insurance Company, Capital Advantage Insurance, and Capital BlueCross, by and through their counsel Paul G. Karlsgodt and David A. Carney. The defendants named in iii. above are

collectively referred to herein as “Defendants.” All parties to this Settlement Agreement are collectively referred to as the Settling Parties. The Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

RECITALS

Whereas, Dominion National is headquartered in Arlington, Virginia, and is a leading provider and administrator of dental and vision benefits in the Mid-Atlantic;

Whereas, on or around April 17, 2019, a Dominion National employee received an internal alert indicating that there was a suspicious file on an employee’s workstation;

Whereas, on or around April 24, 2019, Dominion National discovered from the alert that it had been the victim of a potential data security incident (the “Incident” or “Security Incident”);

Whereas, Dominion National’s subsequent forensics investigation found that the Incident had potentially affected certain website servers that were located off-site, and further that the Security Incident may have begun as early as August 25, 2010;

Whereas, on June 21, 2019, Dominion National publicly announced the Incident, and began providing written notification regarding the Security Incident to individuals whose information was stored or was potentially accessible from the affected computer servers;

Whereas, following public disclosure of the Security Incident several lawsuits were filed against Dominion National, as well as various affiliated entities and Providence Health Plan, over the Incident, including *Barbara Brown v. Dominion Dental Services, Inc., et al.*, Case No. 3:19-cv-540 (E.D. Va. July 29, 2019), *Joseph Cardiff, et al. v. Dominion Dental USA, Inc., et al.*, Case No. 1:19-cv-1050 (E.D. Va. Aug. 9, 2019), *Kimberly Henshaw, et al. v. Dominion Dental Services USA, Inc., et al.*, Case No. 1:19-cv-1063 (E.D. Va. Aug. 14, 2019), and *Mark Bradley v. Dominion Dental Services USA, Inc., et al.*, Case No. 1:19-cv-1199 (E.D. Va. Sept. 17, 2019) (collectively, the “Litigation”);

Whereas, the *Brown* case was voluntarily dismissed, and the *Cardiff*, *Henshaw*, and *Bradley* cases were consolidated before the Honorable Leonie M. Brinkema on October 3, 2019;

Whereas, the parties subsequently engaged in discovery and dispositive motion practice in the consolidated litigation, including the defendants' filing of a Rule 12(b)(6) motion to dismiss;

Whereas, on January 17, 2020, the Court granted in part and denied in part the defendants' motion to dismiss, and unconsolidated the cases to allow the claims of the remaining two Plaintiffs to proceed in Case No. 1050;

Whereas, Dismissed Plaintiffs filed an appeal from the motion to dismiss decision, and all further proceedings in the district court were stayed pending the decision on appeal;

Whereas, the parties engaged in mediation on appeal, under the supervision of the Circuit Mediator, and continued their settlement discussions while the briefing of the appeal proceeded;

Whereas, on March 8, 2021, following numerous months of arm's length settlement negotiations, Dominion National and Representative Plaintiffs reached a preliminary agreement on terms for a nationwide class action settlement;

Whereas, this Agreement sets forth the final understanding of the Settling Parties regarding the settlement of the litigation proceedings against Defendants and Providence Health Plan over the Security Incident;

Whereas, pursuant to these terms, this Settlement Agreement provides for the final class-wide resolution of the Litigation on the terms set forth herein;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, Dismissed Plaintiffs, and the Defendants, that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who properly opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

I. DEFINITIONS.

As used anywhere in the Settlement Agreement, including the Recitals, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator, as set forth in this Agreement.

1.3 “Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.4 “Claim Form” means the form made available to Settlement Class Members substantially in the form of Exhibit 6 hereto. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Settlement Class Members who wish to file a Claim for their given share of the settlement benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download and online submission on the Settlement Website and available in hard copy form upon written or telephonic request. The Claim Form may be utilized to submit a Claim for all benefits available to Settlement Class Members pursuant to this Agreement.

1.5 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.

1.6 “Claims Administrator” means Angeion Group, an experienced class action claims administrator generally, and specifically experienced in administering data breach litigation settlements, subject to Court approval.

1.7 “Claims Deadline” means the postmark deadline for valid claims pursuant to ¶ 2.1.

1.8 “Class Counsel” or “Proposed Class Counsel” means Kim D. Stephens and Jason T. Dennett of Tousley, Brain, Stephens, PLLC, and Barrett J. Vahle of Stueve Siegel Hanson LLP.

1.9 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.10 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 9.1 herein have occurred and been met.

1.11 “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 Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its 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 any attorneys’ fee award or service award, or appeal solely thereof, made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.12 “Judgment” means a judgment rendered by the Court, in the form attached hereto as Exhibit 1, or a judgment substantially similar to such form.

1.13 “Notice Date” means the date on which the Claims Administrator completes the initial mailing of notice to Settlement Class Members pursuant to ¶ 3.3 below.

1.14 “Notice Specialist” means Angeion Group, a notice specialist with recognized expertise in class action notice generally and data security litigation specifically, subject to Court approval.

1.15 “Opt-Out Date” means the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class in order for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.16 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, agents and/or assignees.

1.17 “Personal Information” means information that is or could be used, whether on its own or in combination with other information, to identify, locate or contact a person, including, without limitation: names, addresses, birthdates, Social Security numbers, telephone numbers, and the names of employers and/or guarantors, member identification number, and financial account information.

1.18 “Plaintiffs” means Sayed Abubaker, Magdalyn Hilliard, Matthew Slate, Mark Bradley, Joseph Cardiff, and Daniel W. Cho.

1.19 “Plaintiffs’ Counsel” means Class Counsel or Proposed Class Counsel and the other attorneys who have represented plaintiffs in the Litigation.

1.20 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached as Exhibit 2.

1.21 “Related Entities” means the Defendants’ past or present parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as each of the Defendants’ and these entities’ respective predecessors, successors, members, directors, officers, employees, principals, agents, attorneys, providers, customers, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any individual who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

1.22 “Released Claims” shall collectively mean any and all claims and causes of action including, without limitation, any causes of action for or under 18 U.S.C. § 2701 *et seq.*, and all similar statutes in effect in any states in the United States as defined herein; the Fair Credit Reporting Act, and all similar statutes in effect in any states in the United States as defined herein; State Consumer Laws, as alleged in ¶ 214 of the Amended Complaint, and all similar statutes in effect in any states in the United States as defined herein; negligence; negligence *per se*; breach of

contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by or on behalf of any Representative Plaintiffs or Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Security Incident, or the allegations, facts, or circumstances described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who timely and properly opt out of the Settlement Agreement and thus exclude themselves from the Settlement Class.

1.23 "Released Persons" means the Defendants, the Related Entities, and Providence Health Plan, including each of their past or present parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, and each of their respective predecessors, successors, members, directors, officers, employees, principals, agents, attorneys, providers, customers, insurers, and reinsurers.

1.24 "Representative Plaintiffs" means Sayed Abubaker and Magdalyn Hilliard.

1.25 "Security Incident" or "Incident" means the data security incident that Dominion National publicly disclosed on or around June 21, 2019, as further described in the Recitals;

1.26 "Settlement Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.27 "Settlement Class" means: All individuals notified by or on behalf of Dominion National regarding the Security Incident. Excluded from the Settlement Class are: (1) the Judge

presiding over the Litigation, and members of her family; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers and directors; (3) persons who properly execute and submit a request for exclusion on or before the Opt-Out Date; and (4) the successors or assigns of any such excluded Persons.

1.28 “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.29 “Settling Parties” means, collectively, the Defendants and the Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.30 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including any of the Representative Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any 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 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Settlement Class Members, including the Representative Plaintiffs, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but the Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.31 “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

II. MONETARY & INJUNCTIVE RELIEF.

2.1 Compensation for Out-of-Pocket Losses and Lost Time. Dominion National will make the following compensation available to Settlement Class Members who submit valid and timely claim forms, through the processes described in further detail in the provisions below:

- a. Compensation for Ordinary Losses: Dominion National will provide compensation for unreimbursed losses, up to a total of \$300 per person, upon submission of a claim and supporting documentation, including the following losses:
 - i. Out of pocket expenses incurred as a result of the Data Security Incident, including 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;
 - ii. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between August 14, 2019 and the Notice Date; and
 - iii. Up to 5 hours of lost time, at \$20/hour, if at least one full hour was spent dealing with the Data Security Incident. A certification by the claimant describing the time spent will be sufficient supporting documentation.
- b. Compensation for Extraordinary Losses: Dominion National will provide up to \$7,500 in compensation to each Settlement Class Member for proven monetary loss if:
 - i. The loss is an actual, documented, and unreimbursed (except from the claimant’s insurer) monetary loss;

- ii. The loss was fairly and reasonably traceable to the Data Security Incident;
- iii. The loss occurred between August 25, 2010 and the claims deadline; and
- iv. The loss is not already covered by one or more of the normal reimbursement categories; and
- v. The loss exceeds all available credit monitoring insurance and identity theft insurance provided to the claimant by Dominion National.

2.2 Settlement Class Members seeking reimbursement under ¶ 2.1 must complete and submit a written Claim Form to the Claims Administrator, postmarked on or before the Claims Deadline, which shall be the 180th day after the Notice Date. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief, and is being made under penalty of perjury. Notarization shall not be required. A certification by the claimant describing lost time spent will be sufficient supporting documentation. Except with respect to claims for lost time, as set forth above, the Settlement Class Member must submit reasonable documentation that: with respect to claims for ordinary losses, the out-of-pocket expenses and charges claimed were incurred as a result of the Security Incident, and, with respect to claims for extraordinary losses, that the loss was fairly and reasonably traceable to the Security Incident. Reasonable documentation supporting a claim for out-of-pocket losses and expenses shall include, but not be limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Failure to provide supporting documentation as requested on the Claim Form shall result in denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.3 and ¶ 2.4.

2.3 Claims Reimbursement Process.

2.3.1 Claimants seeking reimbursement for expenses or losses described in ¶ 2.1 must complete and submit the appropriate section of the Claim Form to the Claims Administrator, together with proof of such losses, postmarked on or before the Claims Deadline.

2.3.2 Nothing in this Settlement Agreement shall be construed to provide for a double payment for the same loss or injury that was reimbursed or compensated by any other source. To be valid, claims for reimbursement must be complete and submitted to the Claims Administrator on or before the Claims Deadline. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.

2.4 Claims Administration & Resolution.

2.4.1 The Claims Administrator, in its sole discretion to be reasonably exercised in accord with the above-stated provisions, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation or certification that may be necessary to reasonably support the expenses described in ¶ 2.1; and (3) with respect to claims for ordinary losses, the out-of-pocket expenses and charges claimed were incurred as a result of the Security Incident, and, with respect to claims for extraordinary losses, that the loss was fairly and reasonably traceable to the Security Incident (collectively, “Facially Valid”). The Claims Administrator may, at any time, request from the claimant in writing, including via email, additional information as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for benefits, and claims previously made for identity theft and the resolution thereof.

2.4.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request additional information (“Claim Supplementation”) and give the claimant thirty (30) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes latest, and can be made by email. In the event of unusual circumstances interfering with compliance during the 30-day period, the claimant may request and, for good cause shown (*e.g.*, illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be

given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than one year from the Effective Date. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.4.3 Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, either in whole or in part, then the claim shall be paid in accordance with ¶¶ 8.1-8.2. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Settlement Administrator may reject the claim without any further action, subject to the provisions of ¶ 2.3.2.

2.4.4 Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final determination. If the final determination is approved by the claimant, then the approved amount shall be the amount to be paid.

2.5 Aggregate Cap on Claims. The aggregate amount of claims reimbursement under ¶¶ 2.1-2.3 above for which Dominion National shall be responsible to pay shall be capped at \$2,000,000.00. If the total amount of Facially Valid claims submitted under paragraphs 2.1-2.3 above exceed the \$2,000,000.00 cap, each individual claim amount shall be reduced in a pro rata amount so that the aggregate claims reimbursement is exactly \$2,000,000.00.

2.6 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. 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 any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

2.7 Confidentiality of Information Submitted by Settlement Class Members.

Information submitted by Settlement Class Members pursuant to ¶¶ 2.1 through 2.3 of this Settlement Agreement shall be deemed confidential and protected as such by the Settling Parties and the Claims Administrator.

2.8 Business Practice Changes.

2.8.1 As additional consideration of the Dismissal and Release of Claims as part of this Settlement, the Settling Parties further have extensively negotiated, and Dominion National has agreed to, certain Injunctive Relief, as set forth in Exhibit 3 to this Settlement Agreement. As set forth in Exhibit 3, Dominion National has agreed to implement and continue the specified business practices for a period of two years from the date of the final approval of the Settlement Agreement, unless noted otherwise.

2.8.2 Dominion National estimates the value of this Injunctive Relief to the Settlement Class is approximately \$2,679,500.00, and the Settling Parties agree that this litigation has made these remedial measures a mandatory part of Dominion's business.

III. ORDER OF PRELIMINARY APPROVAL AND PUBLISHING OF NOTICE OF FAIRNESS

HEARING.

3.1 As soon as practicable after the execution of the Settlement Agreement, Class Counsel and counsel for Defendants shall jointly submit this Settlement Agreement to the Court and file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit 2, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- (a) an order directing issuance of class notice pursuant to Rule 23(e)(1);
- (b) preliminary approval of the Settlement Agreement as set forth herein;
- (c) appointment of proposed Class Counsel as Settlement Class Counsel;
- (d) appointment of the Representative Plaintiffs as class representatives;
- (e) approval of a form of notice, which includes a notice to be individually mailed to the Settlement Class Members in a form substantially similar to the one attached hereto as Exhibit 4 (“Summary Notice”), as well as a detailed long form notice attached hereto as Exhibit 5 (“Long Form Notice”) that will be posted on the website addressed in ¶ 3.3;

- (f) appointment of Angeion Group as Notice Specialist or such other Notice Specialist as jointly agreed to by the Settling Parties;

- (g) appointment of Angeion Group as Claims Administrator, or such other provider of claims administrative service, as may be jointly agreed to by the Settling Parties; and

- (h) approval of a Claim Form substantially similar to that attached hereto as Exhibit 6. *See* ¶¶ 2.1 and 2.2 above.

The Notice and Claim Form shall be reviewed by the Notice Specialist and Claims Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

3.2 Dominion National shall pay for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Notice shall be provided to Settlement Class Members via either the physical or email addresses for class members that Dominion National has in its records. The notice plan shall be subject to approval by the Court as meeting constitutional due process requirements.

3.3 The Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the claim period, with the Notice Form and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free help line staffed with a reasonable number of live operators shall be made available to address Settlement Class

Members' inquiries. The Claims Administrator also will provide copies of the forms of the Notice and Claim Form approved by the Court, as well as this Settlement Agreement, to Settlement Class Members upon request. Within thirty (30) days of entry of the Preliminary Approval Order, Dominion National shall provide to the Claims Administrator a Class List from its records of individuals who received notice of the Data Breach, including each proposed Settlement Member's most current email and mailing address, to the extent they are available in Dominion National's records. The Notice and Claim Form approved by the Court may be adjusted by the Notice Specialist and/or Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and necessary and not inconsistent with such approval. The Notice Program shall commence within forty-five (45) days of the Preliminary Approval Order, and the initial mailings of the Short Form settlement notice shall be completed within 60 days of the Preliminary Approval Order (the "Notice Date"). At least 10 days prior to the Final Fairness Hearing, Proposed Class Counsel and Dominion National shall cause to be filed with the Court an appropriate affidavit or declaration regarding compliance with this provision of notice.

3.4 Dominion National shall provide notice of the Settlement to appropriate state and federal officials pursuant to 28 U.S.C. § 1715 ("CAFA Notice"), and no party shall request that an order giving final approval of the settlement be issued prior to the expiration of the time set forth in 28 U.S.C. § 1715(d).

3.5 Proposed Class Counsel and Defendants' counsel shall request that the Court hold a hearing and grant final approval of the settlement set forth herein (the "Final Fairness Hearing") on a date after notice and opt out procedures are completed and, pursuant to 28 U.S.C. § 1715(b) & (d), no earlier than 100 days following submission of the proposed settlement to the Court.

IV. OPT-OUT PROCEDURES.

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to be excluded

from the Settlement Class. To be effective, written notice must be postmarked no later than seventy-five (75) days after the Notice Date.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 Defendants shall have the right, but not the obligation, to terminate this Settlement if the Opt-Out threshold contained in a separate agreement (which the Parties will seek leave to file under seal with the Court with access to Class Counsel and counsel for Defendants only) is exceeded. Defendants may exercise this right only within thirty (30) days of receipt of the complete report of the requests for exclusion from the Claims Administrator.

V. OBJECTION PROCEDURES.

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection. Such notice shall state: (i) the objector’s full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of settlement notice, copy of original notice of the Security Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector, if any; (v) the identity of all counsel representing the objector who will appear at the Final Fairness Hearing, if any; (vi) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection, if any; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; (viii) the objector’s signature and the signature of the objector’s duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation), if any; (ix) a list, by case name, court,

and docket number, of all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement within the last 3 years; (x) a list, by case name, court, and docket number, of all other cases in which the objector's counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last 3 years; and (xi) a list, by case name, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court no later than seventy-five (75) days after the Notice Date, and served concurrently therewith upon Proposed Class Counsel, Kim D. Stephens and Jason T. Dennett, Tousley Brain Stephens PLLC, 1700 Seventh Avenue, Suite 2200, Seattle, Washington, 98101, and Barrett J. Vahle, Stueve Siegel Hanson LLP, 460 Nichols Road, Suite 200, Kansas City, Missouri, 64112; and the following counsel for Dominion National: David A. Carney, Baker & Hostetler LLP, 127 Public Square, Suite 2000, Cleveland, Ohio, 44114. Service on Class Counsel and counsel for Defendants may be accomplished by serving the objection on the Claims Administrator who shall transmit the materials to counsel.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

VI. RELEASE AND DISMISSAL OF LITIGATION.

6.1 Upon the Effective Date, each Settlement Class Member, including the Representative Plaintiffs and Dismissed Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all

Released Claims against all Released Persons, as defined in ¶¶ 1.21 and 1.22. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including the Representative Plaintiffs and Dismissed Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim(s) is/are asserted.

6.2 Dismissed Plaintiffs have filed appeals from the Court's order of dismissal dated January 21, 2020, Appeal Nos. 20-1102, 20-1103, and 20-1180 in the United States Court of Appeals for the Fourth Circuit. Upon the Effective Date, Dismissed Plaintiffs shall immediately dismiss those appeals with prejudice.

VII. PLAINTIFFS' COUNSEL'S ATTORNEYS' FEES, COSTS, AND EXPENSES; SERVICE AWARDS TO PLAINTIFFS.

7.1 The Settling Parties did not negotiate the payment of the Representative Plaintiffs' attorneys' fees, costs and expenses, as provided for in ¶ 7.2, until after the substantive material terms of the settlement had been agreed upon, other than that Dominion National would pay reasonable attorneys' fees, costs, and expenses as may be agreed to by Dominion National and Class Counsel and/or as ordered by the Court, or in the event of no agreement, then as ordered by the Court.

7.2 Plaintiffs' Counsel has agreed to request the total amount of \$1,000,000.00 from the Court for their attorneys' fees, and \$75,000.00 for their reasonable costs and expenses of all cases comprising the Litigation. Defendants agree not to object to this request, and that Dominion National will pay the amount the Court awards to Class Counsel for their attorneys' fees, reasonable costs and expenses, up to and including \$1,075,000.00, and no more than that amount. Class Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs, and expenses awarded by the Court among Plaintiffs' Counsel.

7.3 Subject to Court approval, Dominion National has also agreed to pay a service award in the amount of \$1,500.00 each to the Plaintiffs, as approved by the Court.

7.4 Within fifteen (15) business days after the Effective Date, Dominion National shall pay the attorneys' fees, costs, expenses, and any service awards to the Plaintiffs, as set forth above in ¶¶ 7.2 and 7.3, to an account established by Proposed Class Counsel. Proposed Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Plaintiffs' Counsel and service awards to the Plaintiffs consistent with ¶¶ 7.2 and 7.3.

7.5 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service awards to the Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Proposed Class Counsel or the Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

VIII. ADMINISTRATION OF CLAIMS.

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under section 2 of this Settlement Agreement. Proposed Class Counsel and Defendants shall be given reports as to both claims and distribution, and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Claims Administrator's determination of the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set forth in ¶ 2.4 above. All claims agreed to be paid in full or in part by Dominion National shall be deemed valid up to the amount paid.

8.2 Checks for approved claims shall be mailed and postmarked after the Effective Date and within sixty (60) days of the Effective Date and/or thirty (30) days of the date that the claim is approved, whichever is latest.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, Defendants, Proposed Class Counsel, Plaintiffs' Counsel, Defendants' counsel, and/or the Representative Plaintiffs based on distributions of benefits to Settlement Class Members.

IX. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION.

9.1 The Effective Date of the settlement shall be the date on which the last of the following events occurs:

- (a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 3.1;
- (b) Defendants have not exercised any option to terminate the Settlement Agreement and the time for Defendants to do so has elapsed;
- (c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- (d) the Judgment has become Final, as defined in ¶ 1.11.

9.2 If all of the conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be cancelled and terminated subject to ¶ 9.4 unless Proposed Class Counsel and Defendants' counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and to Defendants' counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.4 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (a) the

Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Dominion National shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class and Claims Administration and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

X. MISCELLANEOUS PROVISIONS.

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between the Representative Plaintiffs, Dismissed Plaintiffs, and Settlement Class Members, on the one hand, and Defendants and Providence Health Plan, on the other, with respect to the Litigation. The settlement compromises claims which are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The

Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of 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.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 The Settlement Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the parties hereto, and no representations, warranties or inducements have been made to any party concerning the Settlement Agreement other than the representations, warranties and covenants contained and memorialized in such document. Except as otherwise provided herein, each party shall bear its own costs. This agreement supersedes all previous agreements made by the Representative Plaintiffs, Dismissed Plaintiffs, and Settlement Class Members, on the one hand, and Defendants and Providence Health Plan, on the other.

10.6 Proposed Class Counsel, on behalf of the Settlement Class, are expressly authorized by the Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement

on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

10.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.11 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Virginia, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Virginia without giving effect to choice of law principles.

10.12 As used herein, “he” means “he, she, they, or it;” “his” means “his, hers, theirs, or its,” and “him” means “him, her, their, or it.”

10.13 All dollar amounts are in United States dollars (USD).

10.14 Cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void one hundred twenty (120) days after issuance and shall bear the language: “This check must be cashed within 120 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until one hundred eighty (180) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to

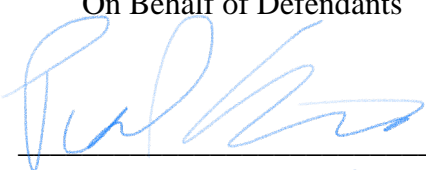
meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and Dominion National shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 or ¶ 2.2 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.15 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

On Behalf Of Plaintiffs

On Behalf of Defendants



Dated: _____, 2021

Dated: 5/18, 2021

By: Kim D. Stephens
Counsel for Plaintiffs and the Proposed Settlement Class

By: Paul G. Karlsgodt
Counsel for Dominion National and Duly Authorized Signatory

Dated: _____, 2021

Dated: _____, 2021

By: Barrett J. Vahle
Counsel for Plaintiffs and the Proposed Settlement Class

By: David A. Carney
Counsel for Dominion National and Duly Authorized Signatory

meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Dominion National shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 or ¶ 2.2 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.15 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

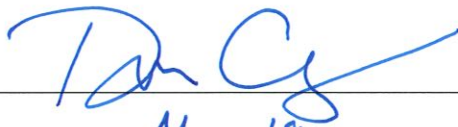
On Behalf Of Plaintiffs

On Behalf of Defendants

Dated: _____, 2021
By: Kim D. Stephens
Counsel for Plaintiffs and the Proposed Settlement Class

Dated: _____, 2021
By: Paul G. Karlsgodt
Counsel for Dominion National and Duly Authorized Signatory

Dated: _____, 2021
By: Barrett J. Vahle
Counsel for Plaintiffs and the Proposed Settlement Class



Dated: May 18, 2021
By: David A. Carney
Counsel for Dominion National and Duly Authorized Signatory

meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Dominion National shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 or ¶ 2.2 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.15 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

On Behalf Of Plaintiffs

On Behalf of Defendants

Dated: _____, 2021

By: Kim D. Stephens

Counsel for Plaintiffs and the Proposed Settlement Class



Dated: May 18, 2021

By: Barrett J. Vahle

Counsel for Plaintiffs and the Proposed Settlement Class

Dated: _____, 2021

By: Paul G. Karlsgodt

Counsel for Dominion National and Duly Authorized Signatory

Dated: _____, 2021

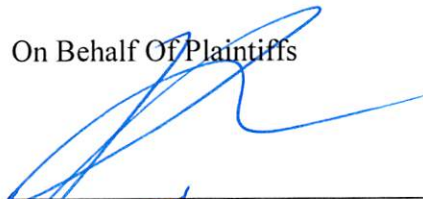
By: David A. Carney

Counsel for Dominion National and Duly Authorized Signatory

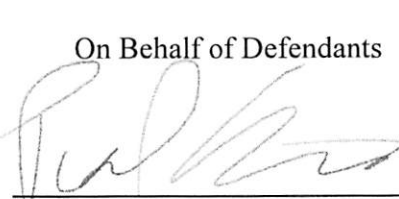
meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Dominion National shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 or ¶ 2.2 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.15 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

On Behalf Of Plaintiffs


Dated: 5/18, 2021
By: Kim D. Stephens
Counsel for Plaintiffs and the Proposed Settlement Class

On Behalf of Defendants


Dated: 5/18, 2021
By: Paul G. Karlsgodt
Counsel for Dominion National and Duly Authorized Signatory

Dated: _____, 2021
By: Barrett J. Vahle
Counsel for Plaintiffs and the Proposed Settlement Class

Dated: _____, 2021
By: David A. Carney
Counsel for Dominion National and Duly Authorized Signatory

Exhibit 1 (Judgment)

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

SAYED ABUBAKER and MAGDALYNE
HILLIARD, individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

DOMINION DENTAL USA, INC., DOMINION
DENTAL SERVICES USA, INC., DOMINION
DENTAL SERVICES, INC., DOMINION
NATIONAL INSURANCE COMPANY,
DOMINION DENTAL SERVICES OF NEW
JERSEY, INC, AVALON INSURANCE
COMPANY, CAPITAL ADVANTAGE
INSURANCE, and CAPITAL BLUECROSS,

Defendants.

Civil Action No. 1:19-cv-01050-LMB-
MSN

JUDGMENT

Based on the Order Granting Final Approval of Class Action Settlement and Order Awarding Attorneys' Fees and Costs and Approving Service Awards to Representative Plaintiffs, entered on _____ ("Final Orders"), and there being no just reason to delay entry of judgment in these actions;

IT IS HEREBY ORDERED AND ADJUDGED that:

1. All capitalized terms shall have the same meaning as set forth in the Settlement Agreement ("Settlement").
2. The Court has subject matter jurisdiction over this action and all matters that relate to the Settlement.

3. This Judgment is binding on the members of the Settlement Class, including members of the following class certified in the Litigation, but not including any persons who timely opted out (which persons are listed on Exhibit A to this Judgment):

All individuals notified by or on behalf of Dominion National regarding the Security Incident. Excluded from the Settlement Class are: (1) the Judge presiding over the Action, and members of her family; (2) the Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest and their current or former officers and directors; (3) persons who properly execute and submit a request for exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.

4. Dominion National shall perform the obligations to provide equitable injunctive relief to the Class in the form of the business practice commitments described in Paragraph 2.8 and made an exhibit to the Settlement, which obligations shall terminate two (2) years from _____, the date on which the Court granted final approval of the settlement.

5. All complaints filed by Plaintiffs in this Litigation are hereby dismissed with prejudice, without fees, costs, or disbursements to any Party except as provided in the Settlement and Final Orders. Plaintiffs shall also dismiss any and all appeals related to the Litigation.

6. As provided in the Settlement and Final Orders, the Settlement is in full settlement, compromise, release, and discharge of the Released Claims and each of them, and the Released Persons have no further or other liability or obligation to any Class Member with respect to the Released Claims, except as expressly provided for in the Settlement. As provided in the Settlement and Final Orders, Settlement Class Members are enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in

the Settlement as provided herein) in which any Released Claim(s) is/are asserted. The releases and covenant not to sue set forth in the Settlement and reflected in this Judgment have the scopes provided for in the Settlement.

7. Without affecting the finality of this Judgment, the Court hereby reserves continuing and exclusive jurisdiction over all matters related to the administration and consummation of the terms of the Settlement, including with respect to the Settlement injunctive relief.

8. Notwithstanding the reservation of jurisdiction in Paragraph 7 of this Judgment, this is a final and appealable judgment that ends the Litigation of all claims alleged in this action. The Clerk is directed to enter this Judgment in the civil docket forthwith.

IT IS SO ORDERED this ___ day of _____, 2021.

Hon. Leonie M. Brinkema
United States District Judge

Exhibit 2 (Proposed Preliminary Approval Order)

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

SAYED ABUBAKER and MAGDALYNE
HILLIARD, individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

DOMINION DENTAL USA, INC., DOMINION
DENTAL SERVICES USA, INC., DOMINION
DENTAL SERVICES, INC., DOMINION
NATIONAL INSURANCE COMPANY,
DOMINION DENTAL SERVICES OF NEW
JERSEY, INC, AVALON INSURANCE
COMPANY, CAPITAL ADVANTAGE
INSURANCE, and CAPITAL BLUECROSS,

Defendants.

Civil Action No. 1:19-cv-01050-LMB-
MSN

**[PROPOSED ORDER] GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AND DIRECTING NOTICE OF PROPOSED SETTLEMENT**

WHEREAS, the Settling Parties to the above-described class action (“Action”) have applied for an order, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, regarding certain matters in connection with a proposed settlement of the Action, in accordance with a Class Action Settlement Agreement and Release (the “Settlement” or Settlement Agreement”) entered into by the Settling Parties as of May 18, 2021 (which, together with its exhibits, is incorporated herein by reference) and dismissing the Action upon the terms and conditions set forth in the Settlement Agreement;

WHEREAS, all defined terms used in this Order have the same meanings as set forth in the Settlement Agreement;

WHEREAS, Class Counsel have conducted an extensive investigation into the facts and law relating to the matters alleged in the Action;

WHEREAS, the Settling Parties reached a settlement as a result of extensive arm's-length negotiations between the Settling Parties and their counsel, occurring over the course of a number of months and beginning with a Fourth Circuit appellate mediation; and

WHEREAS, the Court has carefully reviewed the Settlement Agreement, including the exhibits attached thereto and all files, records, and prior proceedings to date in this matter, and good cause appearing based on the record; and

IT IS HEREBY ORDERED that:

The Settlement Agreement, including the exhibits attached thereto, are preliminarily approved as fair, reasonable, and adequate, in accordance with Rule 23(e) of the Federal Rules of Civil Procedure, pending a final hearing on the Settlement as provided herein.

1. Stay of the Action. Pending the Final Fairness Hearing, all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are hereby stayed.

2. Directive to Issue Notice to Settlement Class. Pursuant to Federal Rule of Civil Procedure 23(e), the Court finds that it has sufficient information to enable it to determine whether to give notice of the proposed settlement to the Settlement Class. The Court further finds that the Proposed Settlement and Notice meets the requirements of Rule 23(e) and that the Court will likely be able to certify the Settlement Class for purposes of judgment on the proposal.

The Court finds that the class representatives and class counsel have adequately represented the class. The Court further finds that the settlement proposal was negotiated at arm's length by informed and experienced counsel. The relief provided to the class under the settlement proposal is adequate. There would be substantial costs, risks and delay associated with proceeding to trial and potential appeal. The method proposed for distributing relief to the class and processing class member claims is adequate and effective. The proposed award of attorneys' fees and costs, including the timing of such payment, is reasonable, subject to the Court's review of a timely filed fee application. The Court further concludes that the settlement is adequate in light of the separately filed agreements. Finally, the Court finds that the proposed settlement treats class

members equitably relative to each other, and that the relief provided to the class is adequate taking into account the costs risk.

For these reasons, the Court finds and determines that it will likely be able to certify the proposed class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure, and that: (a) the Class certified herein numbers approximately three million people, and joinder of all such persons would be impracticable, (b) there are questions of law and fact that are common to the Class, and those questions of law and fact common to the Class predominate over any questions affecting any individual Class Member; (c) the claims of the Plaintiffs are typical of the claims of the Class they seek to represent for purposes of settlement; (d) a class action on behalf of the Class is superior to other available means of adjudicating this dispute; and (e) as set forth below, Plaintiffs and Class Counsel are adequate representatives of the Class. Defendants retain all rights to assert that this action may not be certified as a class action, other than for settlement purposes.

3. Class Definition. The Court hereby certifies, for settlement purposes only, a Class consisting of: All individuals notified by or on behalf of Dominion National regarding the Security Incident. Excluded from the Settlement Class are: (1) the Judge presiding over the above-captioned Action, and members of her family; (2) the Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest and their current or former officers and directors; (3) persons who properly execute and submit a request for exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.

4. Representative Plaintiffs. For purposes of the Settlement only, the Court finds and determines, pursuant to Rule 23(a) of the Federal Rules of Civil Procedure, that Plaintiffs Abubaker and Hilliard (“Representative Plaintiffs”) will fairly and adequately represent the interests of the Class in enforcing their rights in the Action and appoints them as Representative Plaintiffs. The Court preliminarily finds, for purposes of the Settlement only, that they are similarly situated to absent Class Members and have Article III standing to pursue their claims, and are therefore typical of the Class, and that they will be adequate class representatives.

5. Class Counsel. For purposes of the Settlement, the Court appoints Barrett Vahle of Stueve Siegel Hanson LLP, and Kim D. Stephens and Jason T. Dennett of Tousley Brain Stephens PLLC as Class Counsel to act on behalf of the Class and the Representative Plaintiffs with respect to the Settlement. The Court authorizes Class Counsel to enter into the Settlement on behalf of the Class Representatives and the Class, and to bind them all to the duties and obligations contained therein, subject to final approval by the Court of the Settlement.

6. Administration. The firm of Angeion Group is appointed as Settlement Administrator to administer the notice procedure and the processing of claims, under the supervision of Class Counsel.

7. Class Notice. The form and content of the proposed Notice of Dominion National Summary Notice, Security Incident Settlement, and Claim Form for Dominion National Incident Benefits submitted by the Settling Parties as Exhibits 4, 5, and 6, respectively, to the Settlement Agreement, are hereby approved. Prior to the dissemination of Class Notice, the Settlement Administrator shall establish a dedicated Settlement Website and shall maintain and update the website through the Claims Period (“Settlement Website”).

8. Notice Date. The Court directs that the Settlement Administrator cause a copy of the Summary Notice either to be mailed or emailed to all members of the Settlement Class who have been identified by Dominion National through its records and are included in the Class Member List, which Dominion National is to provide to the Settlement Administrator within thirty (30) calendar days of entry of this Order. The notice is to be made either by first class United States mail or via email for Class Members for whom Dominion National has an existing email address within sixty (60) days following the entry of this Order. The Settlement Website shall include, and make available for download, copies of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form, in forms available for download.

9. Findings Concerning Notice. The Court finds and determines that mailing and/or emailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute

the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the requirements of due process, Rule 23(e) of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in simple terminology, and are readily understandable by Class Members. The Court also appoints Angeion Group as Notice Specialist.

10. Deadline to Submit Claim Forms. Class Members will have until 180 calendar days from the Notice Date to submit their Claim Forms (“Claims Deadline”), which is due, adequate, and sufficient time.

11. Exclusion from Class. Any person falling within the definition of the Class may, upon request, be excluded or “opt out” from the Class. Any such person who desires to request exclusion from the Class must submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person’s intent to be excluded from the Settlement Class. To be effective, the written notice must be postmarked no later than seventy-five (75) days after the date on which the Notice Program commences.

12. Final Fairness Hearing. A hearing will be held by this Court in the Courtroom of The Honorable Leonie M. Brinkema, United States District Court for the Eastern District of Virginia, Albert V. Bryan United States Courthouse, Room ____, 401 Courthouse Square, Alexandria, Virginia 22314 at _____.m. on _____, 2021 (“Final Fairness Hearing”), to determine: (a) whether the Settlement should be approved as fair, reasonable, and adequate to the Class; (b) whether the Final Approval Order should be entered; (c) whether the Representative Plaintiffs’ proposed Settlement Benefits as described in Section II of the Settlement Agreement should be approved as fair, reasonable, and adequate to the Class; (d) whether to approve the application for service awards for the Representative Plaintiffs (“Service Awards”) or an award of attorneys’ fees and litigation expenses (“Fee Award and Costs”); and (e) any other matters that may properly be brought before the Court in connection with the Settlement. The

Court may approve the Settlement with such modifications as the Settling Parties may agree to, if appropriate, without further notice to the Class.

13. Prior to the Final Fairness Hearing, Class Counsel and Defendants shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with the provision of notice as set forth in Paragraphs 3.2 and 3.3 of the Settlement Agreement.

14. Objections and Appearances. Any Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If a Class Member does not enter an appearance, they will be represented by Class Counsel. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Attorneys' Fee Award and Costs, or to appear at the Final Fairness Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Attorneys' Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. No Class Member or other person will be heard on such matters unless they have filed in this Action, and served concurrently on Class Counsel and Defendants' Counsel, the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within seventy-five (75) calendar days following the Notice Date. Any objection must include: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of settlement notice, copy of original notice of the Security Incident) if available; (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector, if any; (v) the identity of all counsel representing the objector who will appear at the Final Fairness Hearing, if any; (vi) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection, if any; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness

Hearing; (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation), if any; (ix) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement within the last 3 years; (x) a list, by case name, court, and docket number, of all other cases in which the objector's counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last 3 years; and (xi) a list, by case name, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative. Any Class Member who does not make their objections in the manner and by the date set forth in ¶ 14 of this Order shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

15. Claimants. Class Members who have been identified from Dominion National's records and who submit within one hundred eighty (180) days of the Notice Date a valid Claim Form approved by the Settlement Administrator may qualify to receive payments for Out-of-Pocket and Extraordinary Losses. Any such Class Member who does not submit a timely Claim Form in accordance with this Order shall not be entitled to receive payments for Out-of-Pocket and Extraordinary Losses, but shall nevertheless be bound by any final judgment entered by the Court. Class Counsel shall have the discretion, but not the obligation, to accept late-submitted claims for processing by the Settlement Administrator, so long as processing does not materially delay distribution of compensation to Class Members. No person shall have any claim against Class Counsel or the Settlement Administrator by reason of the decision to exercise discretion whether to accept late-submitted claims.

16. Release. Upon the entry of the Court's order for final judgment after the Final Fairness Hearing, the Representative Plaintiffs and all Class Members, whether or not they have filed a Claim Form within the time provided, shall be permanently enjoined and barred from asserting any claims (except through the Claim Form procedures) against Defendants and the

Released Persons arising from the Released Claims, and the Representative Plaintiffs and all Class Members conclusively shall be deemed to have fully, finally, and forever released any and all such Released Claims.

17. Final Approval Briefing. All opening briefs and supporting documents in support of a request for final approval of the Settlement and Settlement Benefits must be filed and served at least 10 days prior to the Fairness Hearing. All briefing and supporting documents in support of an application for attorneys' fees and costs and Service Awards must be filed 21 days prior to the Objection Deadline.

18. Reasonable Procedures. Class Counsel and Defense Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Long Form Notice, Summary Notice, and other exhibits that they jointly agree are reasonable or necessary to further the purpose of effectuating the parties' Settlement Agreement.

19. Extension of Deadlines. Upon application of the Parties and good cause shown, the deadlines set forth in this Order may be extended by order of the Court, without further notice to the Class. Class Members must check the Settlement Website (www.____.com) regularly for updates and further details regarding extensions of these deadlines. The Court reserves the right to adjourn or continue the Final Fairness Hearing, and/or to extend the deadlines set forth in this Order, without further notice of any kind to the Class.

20. If Effective Date Does Not Occur. In the event that the Effective Date does not occur, certification shall be automatically vacated and this Preliminary Approval, and all other orders entered and releases delivered in connection herewith, shall be vacated and shall become null and void.

21. In sum, the Court enters the following deadlines:

ACTION	DATE
Defendants Provide Class Member List	Within 30 days following entry of this Order
Notice Program Shall Commence	Within 45 days following entry of this Order
Mailing of Notice Commenced/Notice Date	Within 60 days following entry of this Order
Proof of Notice Submitted	At least 10 days prior to the Final Fairness Hearing
Motion for Attorneys' Fees, Expenses, and Service Awards to the Plaintiffs	21 days prior to the Objection Deadline
Exclusion / Opt-Out Deadline	75 days after Notice Date
Objection Deadline	75 days after Notice Date
Final Approval Brief and Response to Objections Due	At least 10 days prior to the Final Fairness Hearing
Final Fairness Hearing	(To be scheduled no earlier than 110 days after entry of this Order)
Deadline to Submit Claims	180 days after Notice Date

IT IS SO ORDERED:

Date: _____

 Leonie M. Brinkema
 United States District Judge

Exhibit 3 (Injunctive Relief)

INJUNCTIVE RELIEF

Dominion National (Dominion) commits to pay for, implement and continue the business practices described below for a period of two years from the date of final approval of the Settlement Agreement (the “Settlement Term”) unless otherwise noted. As used in this Term Sheet, the term Dominion may include Dominion’s parent company, Capital BlueCross.

- 1) Dominion shall provide documentation to plaintiffs’ counsel sufficient to show that the servers at Rackspace have been decommissioned.
- 2) Dominion shall deploy and maintain advanced malware protection software supported by monitoring and alerting capabilities to detect or prevent known threats on all endpoints, web, and database servers.
- 3) Dominion shall harden all end points, including deploying end point security and end point management, and protect all endpoints with a network intrusion detection and prevention solution. Full disk encryption will be deployed on all physical endpoints.
- 4) Dominion shall harden all externally facing ports and eliminate all insecure remote access protocols.
- 5) Dominion shall perform vulnerability scanning and maintain a vulnerability management program to identify and address vulnerabilities on Dominion’s systems.
- 6) Dominion shall ensure all logging and monitoring is fully compliant with HIPAA and shall ensure all security event and access logs are online for no less than 13 months.
- 7) Dominion shall require annual Information Security training for all associates and require new employee orientation Information Security training for all new employees. This training shall be created and/or approved by Capital BlueCross’ Chief Information Security Officer.
- 8) Dominion shall be compliant with HIPAA for least privilege and define use-cases to identify potential suspicious activity for privileged accounts. Dominion will change passwords for default or shared accounts. These credentials will be secured in a Password Vault system that employs multifactor authentication for access.
- 9) Dominion shall engage a third party to perform a HIPAA Security, HITECH, and Omnibus Risk Assessment to identify threats, score risks, and define remediation plans where required. This will be performed by a third-party in 2021 and 2022.
- 10) Dominion shall deploy ACL (Access Control List) based segmentation and restrict access using internal route based whitelisting or equivalent. Any Jump Servers shall be patched, updated, and isolated from unsecured networks, such as the public Internet or an unsecured local area network using appropriate network segmentation technologies.

11) Dominion shall maintain an incident response readiness plan and conduct an annual penetration test on Dominion's computer network systems, which exercises components of the incident response plan.

Dominion estimates the cost of implementing the improvements described in point number one was \$279,500. Dominion estimates that the annual cost of the remaining injunctive relief set forth above is approximately \$1.2 million annually for the two-year period for the injunctive relief, for a total valuation of approximately \$2,679,500.00.

Exhibit 4 (Summary Notice)

COURT APPROVED LEGAL NOTICE

Abubaker v. Dominion Dental USA, Inc. et al., Case No. 1:19-cv-01050-LMB-MSN

You Can Receive Payments For Unlawful Use of Your Personal Information That May Have Been Taken in the Dominion National Security Incident.

A proposed Settlement has been reached with Dominion Dental USA, Inc., Dominion Dental Services USA, Inc., Dominion National Insurance Company, Dominion Dental Services of New Jersey, Inc., and Dominion Dental Services, Inc. (collectively “Dominion National”) and Avalon Insurance Company, Capital Advantage Insurance, Capital BlueCross, and Providence Health Plan (collectively “Defendants”) over the security incident that Dominion National publicly announced on June 21, 2019, where Dominion National’s computer network system was the target of an external and unauthorized cyberattack (the “Data Security Incident”). Plaintiffs claim Defendants did not adequately protect their personal information. Defendants deny any wrongdoing. No judgment or determination of wrongdoing has been made.

Who is Included? The Class includes any person who was notified by or on behalf of Dominion National regarding the Data Security Incident.

What does the Settlement Provide? Dominion National will compensate ordinary losses, up to \$300 total per person, for: out of pocket expenses incurred as a result of the Data Security Incident, fees for credit reports and credit monitoring between August 14, 2019 and [Notice Date], and up to \$100 in lost time incurred responding to the Security Incident. Dominion National will also compensate extraordinary losses, up to \$7,500 per person, for actual, documented, and unreimbursed monetary losses that are fairly and reasonably traceable to the Data Security Incident. Total aggregate compensation for ordinary and extraordinary losses shall be capped at \$2 million. All cash payments may be adjusted pro rata depending on the number of Class Members that participate in the Settlement and their total losses.

As part of the settlement Dominion National has agreed to pay attorneys’ fees and costs, including notice and administration costs. Dominion National has also agreed and began undertaking certain remedial measures and security measures, which it will continue to implement, valued at over \$2 million.

How To Get Benefits: You must submit a Claim Form, including any required documentation. The deadline to file a Claim Form is **Month XX, 20__**. You may file a Claim online at **www.____.com** or download a paper Claim Form at the website or by calling toll free **1-888-888-8888** and file by mail.

Your Other Options. If you make a claim under the Settlement, object, or if you do nothing, you will remain in the Settlement Class and release all of your legal claims against Defendants arising out of the issues this Settlement resolves. Unless you exclude yourself from the Settlement, all of the decisions by the Court will bind you. If you wish to object to the Settlement or exclude yourself so that you are not legally bound by it, you must do so by **Month XX, 20__**. The Court has scheduled a hearing in this case for **Month XX, 2021**, to consider whether to approve the Settlement, attorneys’ fees and costs of up to \$1,075,000, Service Awards of up to \$1,500 for the Plaintiffs, as well as any objections. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. For complete information about all of your rights and options, as well as Claim Forms, the Long Form Notice and Settlement Agreement visit **www.____.com**, or call **1-888-888-8888**.

Exhibit 5 (Long Form Notice)

Abubaker v. Dominion Dental USA, Inc. et al.

U.S. District Court, Eastern District of Virginia, Case Number 1:19-cv-01050-LMB-MSN

Notice of Dominion National Security Incident 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 Agreement has been reached in a class action lawsuit against Dominion Dental USA, Inc., Dominion Dental Services USA, Inc., Dominion National Insurance Company, Dominion Dental Services of New Jersey, Inc., and Dominion Dental Services, Inc. (collectively “Dominion National”) and Avalon Insurance Company, Capital Advantage Insurance, Capital BlueCross, and Providence Health Plan (collectively “Defendants”), arising out of the security incident that Dominion National announced on June 21, 2019, wherein Dominion National’s computer network system was the target of an external unauthorized cyberattack that began on or around August 25, 2010 (the “Security Incident”).
- If you received a notice from or on behalf of Dominion National about the Security Incident, you are included in this Settlement as a “Class Member.”
- Under the Settlement, Dominion National has agreed to compensate certain losses arising from the Security Incident:
- **Reimbursement for Lost Time:** Receive cash payments for lost time spent responding to the Security Incident, up to five (5) hours of lost time, at \$20/hour (up to \$100), if at least one full hour was spent dealing with the Security Incident. You may receive compensation by submitting a certification describing the time you spent.
- **Reimbursement for Ordinary Losses:** Receive cash payments for ordinary losses incurred responding to the Security Incident, up to \$300 per person, upon submission of a claim and supporting documentation for (a) out of pocket expenses incurred as a result of the Security Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on amount of data used), postage, or gasoline for local travel; and (b) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between August 14, 2019 and [NOTICE DATE].
- **Reimbursement for Extraordinary Losses:** Receive cash payments for extraordinary losses incurred responding to the Security Incident, up to \$7,500 per person for proven monetary loss, if (a) the loss is an actual, documented, and unreimbursed (except from the claimant’s insurer) monetary loss; (b) the loss was fairly and reasonably traceable to the Security Incident; (c) the loss occurred between August 25, 2010 and [CLAIMS DEADLINE]; (d) the loss is not already covered by one or more of the normal reimbursement categories; and (e) the loss exceeds all available credit monitoring insurance and identity theft insurance provided to the claimant by Dominion National. Dominion National’s aggregate compensation shall be capped at \$2 million.
- If qualifying claims exceed \$2 million in losses, compensation will be reduced pro rata. In addition, Dominion National has agreed to provide additional security measures with an approximated value of \$2,679,500. Dominion National will also pay the costs of the settlement administration, court-approved attorneys’ fees and expenses, and service awards for named Plaintiffs.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<p>FILE A CLAIM FORM</p> <p>EARLIEST DEADLINE: [XXXX xx, 20XX]</p>	<p>Submitting a Claim Form is the only way that you can receive any of the benefits provided by this Settlement, including reimbursement of Out-of-Pocket Losses of money, expenses incurred, and/or time spent addressing, or reimbursement for extraordinary losses fairly and reasonably traceable to the Security Incident.</p> <p>If you submit a Claim Form, you will give up the right to sue the Defendants and certain related parties in a separate lawsuit about the legal claims this Settlement resolves.</p>
<p>EXCLUDE YOURSELF FROM THIS SETTLEMENT</p> <p>DEADLINE: [XXXX XX, 20XX]</p>	<p>This is the only option that allows you to be part of another lawsuit against the Defendants, or certain related parties, for the claims this Settlement resolves.</p> <p>If you exclude yourself, you will give up the right to receive any benefits from this Settlement.</p>

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.com or call 1-888-888-8888.
4813-3319-0119v.1 0050033-000146

OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: [XXXX XX, 20XX]	You may object to the Settlement by writing to the Court and informing the Court why you don't think the Settlement or the requested attorney's fees and expenses should be approved. You also may write the Court to provide comments or reasons why you support the Settlement. If you file an objection to the Settlement, you must also serve a copy on the claim administrator at [REDACTED].
GO TO THE FINAL FAIRNESS HEARING DATE: XXXX XX, 20XX	You can attend the Final Fairness Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Fairness Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Fairness Hearing.
DO NOTHING	If you do nothing, you will not receive any of the Settlement benefits and you will give up your rights to sue Defendants and certain related parties for the claims this Settlement resolves.

- 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 and the requested attorneys' fees and expenses. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

You received this Notice because you were previously notified that your personal information may have been accessed in a data security incident publicly announced by Dominion National on June 21, 2019. A federal court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Honorable Leonie M. Brinkema of the United States District Court for the Eastern District of Virginia is overseeing this class action. The case is known as *Abubaker v. Dominion Dental USA, Inc.*, Case No 1:19-cv-01050-LMB (the "Action"). The people who filed this lawsuit are called the "Plaintiffs" and the companies they sued, Dominion Dental USA, Inc., Dominion Dental Services USA, Inc., Dominion National Insurance Company, Dominion Dental Services of New Jersey, Inc., and Dominion Dental Services, Inc., Avalon Insurance Company, Capital Advantage Insurance, Capital BlueCross, and Providence Health Plan, are called the "Defendants."

2. What is this lawsuit about?

On June 21, 2019, Dominion National announced that its computer network system was the target of an external unauthorized cyberattack. Dominion National's forensics investigation found that the cyberattack could have begun as early as August 25, 2010 (the "Security Incident"). Certain data that could have been accessed by the cyberattacker included personal information, including names, addresses, email addresses, birthdates, Social Security numbers, member identification numbers, group numbers, and subscriber numbers.

Plaintiffs claim that Defendants failed adequately to protect their personal information and that they were injured as a result. Defendants deny any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Defendants deny these and all other claims made in the Action. By entering into the Settlement, Defendants are not admitting that they did anything wrong.

3. Why is this a class action?

In a class action, one or more people called class representatives sue on behalf of all people who have similar claims. Together all of these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

4. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the Settlement Class. The Plaintiffs and the attorneys for the Class ("Class Counsel") believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by the Defendants.

Questions? Go to [www.\[REDACTED\].com](http://www.[REDACTED].com) or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.

WHO IS INCLUDED IN THE SETTLEMENT

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

If you received a postcard Notice or email Notice of this Settlement, you have been identified by the Settlement Administrator as a Class Member. More specifically, you are a Class Member, and you are affected by this Settlement, if your Personal Information was stored on Dominion National's computer network systems that may have been accessed in the Security Incident.

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

Yes, the Settlement does not include: the Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest and their current or former officers and directors; the Judge presiding over the Action, and members of her family; any individual who timely and validly requests to be excluded from the Settlement Class; and the successors and assigns of any such person.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement website at www. .com, or call the Settlement Administrator's toll-free number at **1-888-888-8888**.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide Class Members with the following benefits:

- Payments for reimbursement of Out-of-Pocket Losses and lost time; and
- Certain remedial measures and additional security measures that Dominion National will or has taken as a result of this Action.

9. Tell me more about the Reimbursements for Out-of-Pocket Losses and Lost Time.

If you spent money remedying or addressing identity theft and fraud as a result of the Security Incident, or you spent money to protect yourself from future harm because of the Security Incident, you may make a claim for reimbursement for Out-of-Pocket Losses of up to \$300 total for Ordinary Losses and Lost Time and up to \$7,500 for Extraordinary Losses.

Ordinary Losses

Ordinary Losses consist of: expenses incurred as a result of the Security Incident, including 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; fees for credit reports, credit monitoring, or other identity theft insurance products purchased between August 14, 2019 and **[NOTICE DATE]**. Other examples of ordinary out-of-pocket losses include: late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs associated with purchasing credit reports, costs to place a freeze or alert on credit reports, and costs to replace a driver's license, state identification card or a social security number due to fraud plausibly traceable to the Security Incident. Other losses or costs plausibly traceable to the Security Incident may also be eligible for reimbursement with appropriate documentation.

Lost Time

If you spent time remedying or addressing issues related to the Security Incident, you may submit a claim for a payment of \$20 per hour for up to five hours of time (up to \$100) by submitting a Claim Form with a certification describing the time spent. This includes, for example, time spent taking actions intended to remedy fraud, identity theft, or other misuse of your Personal Information and time spent investigating whether your information had been compromised.

Extraordinary Losses

If you suffered additional losses beyond the Ordinary Losses provided for above, you may also submit a claim for extraordinary losses, up to \$7,500 for proven monetary losses. Extraordinary losses may be compensable if: (1) the loss is an actual, documented, and unreimbursed (except for the claimant's insurer) monetary loss; (2) the loss was fairly and reasonably traceable to the Security Incident; (3) the loss occurred between August 25, 2010 and **[the claim deadline]**; (4) the loss is not already covered by one or more of the ordinary loss reimbursement categories; and (5) the loss exceeds all available credit monitoring insurance and identity theft insurance provided to you by Dominion National.

Claims for cash payments for Ordinary and Extraordinary Out-of-Pocket Losses must be supported by Reasonable Documentation, with the exception of claims for lost time, which must be supported by a detailed explanation of the time spent dealing with the Security Incident. Reasonable Documentation means written documents supporting your claim, such as credit card statements, bank statements,

Questions? Go to www. .com or call **1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.**

invoices, telephone records, and receipts. Individual cash payments may be reduced *pro rata* depending on the number of Class Members that participate in the Settlement and the amount of total claims reimbursable losses.

10. Tell me more about the Defendants' remedial measures and additional security measures.

Dominion National has committed to providing additional security measures over two-years following final approval of the settlement with the primary purpose of improving and maintaining information protection. These measures include:

- Decommissioning certain compromised servers;
- Deploying and maintaining advanced malware protection software with monitoring and alerting capabilities to detect and prevent known threats;
- Hardening end points, including deployment of end point security and end point management with a network intrusion detection and prevent solution;
- Full disk encryption on all physical end points;
- Hardening all external facing ports and eliminating all insecure remote access protocols;
- Performing vulnerability scanning and maintain a vulnerability management program;
- Increased network monitoring and logging of monitored activity;
- Deploying segmentation and restricting access using whitelisting;
- Annual information security training for all associates and new employee orientation information security training for all new employees;
- Enhanced account and password security;
- Annual third-party security audits; and
- Maintaining an incident response readiness plan and annual penetration tests on its network systems exercising components of that plan

11. What am I giving up to get a Settlement payment or stay in the Class?

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against Defendants and related parties about the legal issues in this Action that are released by this Settlement. The specific rights you are giving up are called Released Claims (described in Question 12, below).

12. What are the Released Claims?

In exchange for the Settlement, Class Members agree to release all legal claims against the Defendants and their affiliates.

The release covers Defendants and their respective past or present parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as each of Defendants' and these entities' respective predecessors, successors, members, customers, providers, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions related to the Security Incident in the Litigation, ("Released Persons") from any and all claims and causes of action including, without limitation, any causes of action for or under 18 U.S.C. § 2701 et seq., and all similar statutes in effect in any states in the United States as defined herein; the Fair Credit Reporting Act, and all similar statutes in effect in any states in the United States as defined herein; State Consumer Laws, as alleged in ¶ 214 of the Amended Complaint, and all similar statutes in effect in any states in the United States as defined herein; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by or on behalf of any Representative Plaintiffs or Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Security Incident, or the allegations, facts, or circumstances described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely and properly opted out of the Settlement Agreement and thus excluded themselves from the Settlement Class. The Released Claims do not include claims against the cyber attackers who committed the acts involved in the Security Incident and persons or entities that intentionally misuse the Personal Information stolen in the Security Incident for unlawful purposes).

**Questions? Go to www.dn.com or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.**

More information is provided in the Class Action Settlement Agreement and Release which is available at www. .com. If you have any questions regarding the Release, you may contact Class Counsel listed in Question 27.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

13. How do I make a claim for Settlement Benefits?

You must complete and submit a Claim Form by **xxxx xx, 20xx**. Claim Forms may be submitted online at www. .com, or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling **1-888-888-8888** or by writing to **, P.O. Box , ,** . The quickest way to file a claim is online.

If you received a Notice by mail, use your Unique Identification Number to file your Claim Form. If you lost or do not know your Unique Identification Number, please call 1-888-888-8888 to obtain it.

You may access the Claim Form at www. .com.

14. How do I make a claim for reimbursement of my Out-of-Pocket Losses?

To file a claim for a payment of up to \$300 in Ordinary Out-of-Pocket Losses you must submit a valid Claim Form with supporting documentation. The Claim Form requires that you sign the attestation regarding the information you provided and that you include Supporting Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

To file a claim for cash payment of up to \$100 for Out-of-Pocket Losses for time spent remedying or addressing issues related to the Security Incident, you must submit a valid Claim Form electing to receive a payment for Out-of-Pocket Losses for time lost. The Claim Form requires that you sign the attestation regarding the information you provided.

To file a claim for a payment of up to \$7,500 in Extraordinary Losses you must submit a valid Claim Form with supporting documentation. The Claim Form requires that you sign the attestation regarding the information you provided and that you include Supporting Documentation to show that the loss is an actual, documented, and unreimbursed loss; that the loss was fairly and reasonably traceable to the Security Incident; that the loss occurred between August 25, 2010 and the Claims Deadline; that the loss is not already covered by one or more of the normal reimbursement categories; and that the loss exceeds all available credit monitoring insurance and identity theft insurance provided to the claimant by Dominion National.

Instructions for filling out a claim for Out-of-Pocket Losses and Extraordinary Losses are included on the Claim Form. You may access the Claim Form at www. .com.

The deadline to file a claim for Out-of-Pocket Losses is **xxxx xx, 20XX**.

15. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling **1-888-888-8888** or by writing to:

Dominion National Security Incident Settlement
P.O. Box
 ,

16. When and how will I receive the benefits I claim from the Settlement?

Checks for valid claims for Out-of-Pocket and Extraordinary Losses will be provided by the Settlement Administrator via mail after the Settlement is approved and becomes final. It may take longer than one year for the Settlement to be approved and become final. Please be patient and check www. .com for updates.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes, the Court has appointed Kim D. Stephens and Jason T. Dennett of Tousley Brain Stephens PLLC, and Barrett Vahle of Stueve Siegel Hanson LLP, as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

Questions? Go to www. .com or call **1-888-888-8888**.
This Settlement affects your legal rights even if you do nothing.

18. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees and expenses in an amount up to \$1,075,000. They also will ask the Court to approve \$1,500 service awards to each of the named Plaintiffs for participating in this Action and for their efforts in achieving the Settlement. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees, expenses, and service awards will be made available on the Settlement website at www.com before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator, at 1-888-888-8888.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to sue or continue to sue the Defendants on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

19. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The written notice must clearly manifest your intent to be excluded from the Settlement Class. The Request for Exclusion must identify the case name *Abubaker v. Dominion Dental USA, Inc.*, U.S.D.C. Case No. 1:19-cv-01050-LMB and state the name, address, and telephone number of the Settlement Class Member(s) seeking exclusion and must be signed. To be effective, written notice must be submitted electronically on the Settlement Website or postmarked no later than seventy-five (75) days **the date on which the Notice Program commences** to:

Dominion National Security Incident Settlement

P.O. Box _____
_____, _____

You cannot exclude yourself by telephone or by e-mail.

20. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants and Released Persons (defined in the Settlement Agreement) for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against the Defendants or any of the Released Persons. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement or amount of attorneys' fees?

If you are a Class Member, you can object to the Settlement if you don't think it is fair, reasonable, or adequate, including Class Counsel's motion for an award of attorneys' fees and costs and expenses. The Court cannot order a larger settlement or award you more based on your individual circumstances; the Court can only approve or deny the Settlement as it is presented. To object, you must mail a letter stating that you object to the Settlement in *Abubaker v. Dominion Dental USA, Inc. et al.*, Case No. 1:19-cv-01050-LMB. Your notice must include the following information: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of settlement notice, copy of original notice of the Security Incident) if available; (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector, if any; (v) the identity of all counsel representing the objector who will appear at the Final Fairness Hearing, if any; (vi) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection, if any; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation), if any; (ix) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement within the last 3 years; (x) a list, by case name, court, and docket number, of all other cases in which the objector's counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last 3 years; and (xi) a list, by case name, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative.

Mail your objection to both addresses listed below postmarked by **xxxx xx, 20XX [75 days from notice]**:

Clerk of the Court

United States District Court

**Questions? Go to www.com or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.**

Eastern District of Virginia,
Alexandria Division
401 Courthouse Square
Alexandria, VA 22314

Dominion National Security Incident Settlement
P.O. Box _____
_____, _____

22. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and expenses. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing on **xxxx xx, 20xx at ____ : ____ .m.** before the Honorable Leonie M. Brinkema, United States District Judge for the Eastern District of Oregon, Albert V. Bryan United States Courthouse, Room ____, 401 Courthouse Square, Alexandria, Virginia 22314.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement; Class Counsel's application for attorneys' fees, costs and expenses; and the service awards to the Plaintiffs. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing. This hearing date and time may be moved or may be conducted telephonically or by video conference. Please refer to the settlement website for notice of any changes.

24. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time the Court will consider it.

25. May I speak at the Final Fairness Hearing?

Yes. If you wish to attend and speak at the Final Fairness Hearing, you must indicate this in your written objection (see Question 21). Your objection must state that it is your intention to appear at the Final Fairness Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Fairness Hearing. If you plan to have your attorney speak for you at the Fairness Hearing, your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive any Settlement benefits. You will give up rights explained in Questions 11 and 12, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or any of the Released Persons about the legal issues in this Action that are released by the Settlement Agreement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.____.com, by calling **888-888-8888** or by writing to **Dominion National Incident Settlement, P.O. Box _____, _____, _____**. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Eastern District of Virginia or reviewing the Court's online docket.

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.
THE COURT CANNOT ANSWER ANY QUESTIONS.**

Questions? Go to www.____.com or call **1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.**

Exhibit 6 (Claim Form)

CLAIM FORM FOR DOMINION DENTAL SECURITY INCIDENT SETTLEMENT BENEFITS

Abubaker v. Dominion Dental USA, Inc. et al., Case No. 1:19-cv-01050-LMB-MSN

USE THIS FORM TO MAKE A CLAIM FOR PAYMENTS FOR REIMBURSEMENT OF OUT-OF-POCKET LOSSES, LOST TIME and/or EXTRAORDINARY LOSSES

The **DEADLINE** to submit this Claim Form is: **[180 DAYS FROM NOTICE COMPLETION DATE]**

I. GENERAL INSTRUCTIONS

If you were notified that your private information (“Personal Information”) could have been accessed in the Security Incident wherein Dominion Dental’s computer network system was the target of an external criminal-cyberattack that began as early as August 25, 2010, you are a “Class Member.” If you received a notice about this class action Settlement addressed to you, then the Settlement Administrator has already determined that you are a Class Member.

As a Class Member, you may be eligible to receive up to \$300 total for ordinary unreimbursed losses, including up to \$100 in compensation for lost time incurred as a result of the Security Incident (“Out-of-Pocket Losses”), and up to \$7,500 cash payment for reimbursement of extraordinary, proven monetary losses that are reasonably and fairly traceable to the Security Incident (“Extraordinary Losses”).

If you intend to make a claim for Out-of-Pocket Losses or Extraordinary Losses, you will need to submit supporting documentation.

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

Cash payments amounts may be reduced *pro rata* (proportionately) depending on how many people submit such claims. Complete information about the Settlement and its benefits are available at www.█.com.

This Claim Form may be submitted electronically *via* the Settlement Website at www.█.com 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:

[Admin Contact Info]

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss
<input type="radio"/> Unreimbursed fraud losses or charges	<div style="text-align: center;"> [] [] / [] [] / [] [] (mm/dd/yy) </div>	<div style="text-align: center;"> \$ [] [] [] [] [] [] . [] [] </div>
<p>Description of Supporting Documentation (Identify what you are attaching and why): <i>Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges</i></p>		
<input type="radio"/> Professional fees incurred in connection with identity theft or falsified tax returns	<div style="text-align: center;"> [] [] / [] [] / [] [] (mm/dd/yy) </div>	<div style="text-align: center;"> \$ [] [] [] [] [] [] . [] [] </div>
<p>Description of Supporting Documentation (Identify what you are attaching and why): <i>Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return</i></p>		
<input type="radio"/> Lost interest or other damages resulting from a delayed state and/or federal tax refund in connection with fraudulent tax return filing	<div style="text-align: center;"> [] [] / [] [] / [] [] (mm/dd/yy) </div>	<div style="text-align: center;"> \$ [] [] [] [] [] [] . [] [] </div>
<p>Description of Supporting Documentation (Identify what you are attaching and why): <i>Examples: Letter from IRS or state about tax fraud in your name; Documents reflecting length of time you waited to receive your tax refund and the amount</i></p>		
<input type="radio"/> Credit freeze	<div style="text-align: center;"> [] [] / [] [] / [] [] (mm/dd/yy) </div>	<div style="text-align: center;"> \$ [] [] [] [] [] [] . [] [] </div>
<p>Description of Supporting Documentation (Identify what you are attaching and why): <i>Examples: Notices or account statements reflecting payment for a credit freeze</i></p>		
<input type="radio"/> Credit monitoring that was purchased between August 14, 2019 and [NOTICE DATE]	<div style="text-align: center;"> [] [] / [] [] / [] [] (mm/dd/yy) </div>	<div style="text-align: center;"> \$ [] [] [] [] [] [] . [] [] </div>

Description of Supporting Documentation (Identify what you are attaching and why):
Example: Receipts or account statements reflecting purchases made for Credit Monitoring & Insurance Services

Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges

		/			/		
--	--	---	--	--	---	--	--

(mm/dd/yy)

\$.		
----	--	--	--	--	---	--	--

Description of Supporting Documentation (Identify what you are attaching and why):
Example: 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

Other (provided detailed description)

		/			/		
--	--	---	--	--	---	--	--

(mm/dd/yy)

\$.		
----	--	--	--	--	---	--	--

Description of Supporting Reasonable Documentation (Identify what you are attaching and why):
Please provide detailed description below or in a separate document submitted with this Claim Form

Time Expenditures: Hours for time spent dealing with the Security Incident

_____ **Hours claimed** (up to 5 hours)

Description of Time Spent and/or Documentation (Identify what you are attaching and why):
Please provide a detailed explanation of the time spent dealing with the Security Incident, including approximate number of hours spent for each separate task. You are not required to, but may, submit supporting documentation.

IV. EXTRAORDINARY LOSSES

You may also seek reimbursement for up to \$7,500 for proven Extraordinary Losses only if (i) the loss is an actual, documented, and unreimbursed (except from your insurer) monetary loss; (ii) fairly traceable to the Security Incident; (iii) the loss occurred between August 25, 2010 and the Claims Deadline; and (iv) the loss is not already covered by one or more of the normal reimbursement categories above (including the Out-of-Pocket Losses set forth above) and (v) the loss exceeds all available credit monitoring insurance and identity theft insurance previously provided to you by Dominion National. Please provide an itemized list of any Extraordinary Losses below, if you need additional lines, you may submit additional pages containing this information with your claim:

Cost Type	Approximate Date of Loss	Amount of Loss																	
<input type="radio"/> _____	<table border="1" style="margin: auto;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 10px; height: 20px; text-align: center;">/</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 10px; height: 20px; text-align: center;">/</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> (mm/dd/yy)			/			/			<table border="1" style="margin: auto;"> <tr> <td style="width: 20px; height: 20px; text-align: center;">\$</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 10px; height: 20px; text-align: center;">.</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	\$.		
		/			/														
\$.													
Description of Supporting Documentation (Identify what you are attaching and why):																			
<input type="radio"/> _____	<table border="1" style="margin: auto;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 10px; height: 20px; text-align: center;">/</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 10px; height: 20px; text-align: center;">/</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> (mm/dd/yy)			/			/			<table border="1" style="margin: auto;"> <tr> <td style="width: 20px; height: 20px; text-align: center;">\$</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 10px; height: 20px; text-align: center;">.</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	\$.		
		/			/														
\$.													
Description of Supporting Documentation (Identify what you are attaching and why):																			
<input type="radio"/> _____	<table border="1" style="margin: auto;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 10px; height: 20px; text-align: center;">/</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 10px; height: 20px; text-align: center;">/</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> (mm/dd/yy)			/			/			<table border="1" style="margin: auto;"> <tr> <td style="width: 20px; height: 20px; text-align: center;">\$</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 10px; height: 20px; text-align: center;">.</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	\$.		
		/			/														
\$.													
Description of Supporting Documentation (Identify what you are attaching and why):																			
<input type="radio"/> _____	<table border="1" style="margin: auto;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 10px; height: 20px; text-align: center;">/</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 10px; height: 20px; text-align: center;">/</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> (mm/dd/yy)			/			/			<table border="1" style="margin: auto;"> <tr> <td style="width: 20px; height: 20px; text-align: center;">\$</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 10px; height: 20px; text-align: center;">.</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	\$.		
		/			/														
\$.													

Description of Supporting Documentation (Identify what you are attaching and why):

VII. ATTESTATION

I, _____, declare that I expended the Out-of-Pocket and/or Extraordinary Losses claimed above.
[Name]

I declare under penalty of perjury under the laws of _____ and of the United States of America that the foregoing is true and correct. Executed on _____, in _____, _____.
[Date] [City] [State]

[Signature]