

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT REGARDING
A 2020 DATA SECURITY INCIDENT ANNOUNCED BY DENTAL CARE
ALLIANCE OR ONE OF ITS ALLIED DENTAL PRACTICES**

Paras v. Dental Care Alliance, LLC, Case No. 22-ev-000181 (Fulton Co. Ga.)

For more information, visit www.DCAsettlement.com.

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT IF YOU RECEIVED NOTICE OF THE SECURITY INCIDENT ANNOUNCED BY DENTAL CARE ALLIANCE OR ONE OF ITS ALLIED DENTAL PRACTICES.

This is a court-authorized notice of a proposed class action settlement.

WHAT IS THIS NOTICE?

This is a court-authorized notice of a proposed settlement (the “Settlement”) in a class action lawsuit, *Paras v. Dental Care Alliance, LLC*, Case No. 22-ev-000181 (the “Lawsuit”), pending in the State Court of Fulton County, Georgia (the “Court”). The Settlement would resolve the Lawsuit brought on behalf of persons who allege that their information was impacted by the data security incident announced by Dental Care Alliance, LLC (“DCA”) or one of its allied dental practices that occurred between September and October 2020 (the “Security Incident”). The Court has granted preliminary approval of the Settlement Agreement and has conditionally certified the Settlement Class for purposes of settlement only. This notice explains the nature of the class action lawsuit, the terms of the Settlement Agreement, and the legal rights and obligations of members of the Settlement Class. Please read the instructions and explanations below so that you can better understand your legal rights.

WHAT IS THIS LAWSUIT ABOUT?

Beginning in October 2020, DCA or one of its allied dental practices announced that DCA had been the target of the Security Incident, which may have impacted the information of certain patients and employees. DCA and its affiliates provided notice to individuals whose personal information may have been impacted beginning then and also in December 2020 and April 2021. The Lawsuit alleges that DCA failed to adequately protect the information of the potentially affected individuals, and asserts various claims, including negligence, negligence *per se*, invasion of privacy, breach of express and implied contract, breach of fiduciary duty, and violation of Florida’s consumer protection act. DCA contests these claims and denies any wrongdoing.

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which an individual called a “Class Representative” brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a “Class” or “Class Members.” When a class action is settled, the settlement, which must be approved by the court, resolves the issues for all Class Members, except for those who exclude themselves from the settlement.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties reached a settlement that resolves all claims by the Class related to the Security Incident. If approved by the Court, the Settlement Agreement requires DCA to provide, at no cost to Class Members, two years of *Identity Guard* and certain compensation to Class Members who submit valid Claim Forms. The Settlement is not an admission of wrongdoing by DCA and does not imply that there has been, or would be, any finding that DCA violated the law.

The Court already has preliminarily approved the Settlement Agreement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement Agreement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this notice and the opportunity to exclude themselves from the Settlement Class, and to voice their support or opposition to final approval of the Settlement Agreement. If the Court does not give final approval to the Settlement Agreement, or if it is terminated by the Parties, the Settlement Agreement will be void, and the Lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

By order of: Hon. Patsy Y. Porter, State Court of Fulton County, Georgia

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QUESTIONS? VISIT WWW.DCASETTLEMENT.COM OR CALL TOLL-FREE 1-855-731-3544.

WHO IS IN THE SETTLEMENT CLASS?

You are a Settlement Class Member if you received notice of the Security Incident announced by DCA or one of its allied dental practices at any point in October 2020, December 2020, or April 2021 (the “Notice”). You are also a “Settlement Subclass” Member if your Notice indicated that your Social Security, financial account, bank account, and/or driver’s license number were potentially accessed as a result of the Security Incident.

WHAT DOES THE SETTLEMENT PROVIDE?

DCA has agreed to provide the following benefits to Settlement Class Members under the Settlement.

Identity and Asset Protection. All Settlement Class Members may enroll, at no cost, in two years of *Identity Guard*. *Identity Guard* is the #1 Ranked Identity Theft Protection, providing Data Breach Notifications, Dark Web Monitoring, and \$1 Million of Identity Theft Insurance. Settlement Class Members who received written notice of the Settlement can use the *Identity Guard* activation code included in the notice to enroll in the service. Settlement Class Members who did not receive written notice of the Settlement must file a valid claim in order to obtain an *Identity Guard* activation code.

Loss Reimbursement. Settlement Class Members who file valid claims also may receive reimbursement of up to \$2,000 for documented losses that were more likely than not caused by the Security Incident and up to two hours of time spent responding to the Security Incident at a rate of \$20 per hour. Settlement Subclass Members who file a valid claim may receive up to another \$3,000 (for a total of \$5,000) for documented losses that were more likely than not caused by the Security Incident and two more hours of documented time (for a total of four hours) spent responding to the Security Incident at a rate of \$20 per hour.

The benefits described above are subject to a \$3,000,000 aggregate cap. Additional details about the terms, conditions, and limits for these benefits can be found in the Settlement Agreement and on the Settlement website.

Enhanced Security. DCA has also committed to employing improved data-security measures. Due to the sensitive nature of DCA’s data-security practices, the specific enhancements are not being publicly disclosed.

Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys’ fees of up to \$850,000, for the time, expense and effort expended in investigating the facts, litigating the case, and negotiating the Settlement, and the Class Representatives may seek a payment of up to \$1,500 each, if and as permitted by the law, for their time, effort, and service in this matter.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against DCA and any other Released Persons (as defined in the Settlement Agreement), relating to the Security Incident. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the Settlement website. Unless you formally exclude yourself from this Settlement, you will release your claims. Each releasor is given the opportunity to read and review the following provision of California Civil Code Section 1542:

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 or released party.

Your release shall apply according to its terms, regardless of any provision of law or legal authority similar to California Civil Code Section 1542 identified above. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

WHAT ARE MY OPTIONS?

(1) Accept the Settlement

To accept the Settlement, you may enroll in *Identity Guard* (as described below) and also may submit a Claim Form by **August 25, 2022**. You can obtain a Claim Form at www.DCAsettlement.com, and you may submit your Claim Form online at the same website or to the Claims Administrator via email at info@DCAsettlement.com, or via U.S. Mail at DT9 Settlement Administrator, P.O. Box 43271, Providence, RI 02940-3271. If the Settlement is approved by the Court and your claim is deemed valid pursuant to the terms of the Settlement, a check will be sent to you. **Submitting a valid and timely Claim Form, with any required supporting documentation, is the only way to receive monetary compensation from this Settlement.**

The *Identity Guard* enrollment website will not be active until after the Settlement is finally approved by the Court and becomes effective, and you will need the 16-digit activation code printed on the settlement notification postcard or email you received. For additional instructions about how and when to enroll in *Identity Guard*, or to receive an email alert when the enrollment period begins, please visit the following website: www.DCAsettlement.com.

(2) Exclude yourself

You may exclude yourself from the Settlement. If you do so, you will not receive any benefits, but you will not release any claims you may have against DCA and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit at your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Claims Administrator at DT9 Settlement Administrator, P.O. Box 43271, Providence, RI 02940-3271 by **July 26, 2022**. The exclusion letter must state that you exclude yourself from this Settlement and must include the name and case number of this litigation, as well as your full name, address, telephone number, signature, and a statement that you wish to be excluded.

(3) Object to the Settlement

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Court of the State Court of Fulton County, Georgia, 136 Pryor Street SW, Suite C-155, Atlanta, GA 30303. The objection must be received by the Court no later than **July 26, 2022**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (John A. Yanchunis, MORGAN & MORGAN COMPLEX LITIGATION GROUP, 201 N. Franklin Street, 7th Floor, Tampa, FL 33602, and David K. Lietz, MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC, 5335 Wisconsin Avenue, NW, Suite 440, Washington, DC 20015), as well as the attorneys representing DCA (Christopher G. Dean, MCDONALD HOPKINS LLC, 600 Superior Avenue, East, Suite 2100, Cleveland, OH 44114), postmarked no later than **July 26, 2022**. Any objection to the proposed Settlement must include: (a) the title of the case; (b) the objector's name, address, and telephone number; (c) all legal and factual bases for any objection; and (d) copies of any documents that the objector wants the Court to consider. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of **July 26, 2022**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which is to be held, in person or by remote videoconference means (*e.g.*, by Zoom), on **September 1, 2022** at 10:00 a.m., in Courtroom 2D of the State Court of Fulton County, Georgia, 136 Pryor Street SW, Suite C-155, Atlanta, GA 30303, in person or through counsel to show cause of why the proposed Settlement Agreement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the request for attorneys' fees and expenses, and/or the request for a service award to the Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

(4) Do Nothing

If you do nothing, you will receive no benefits from the Settlement, but you will be bound by all Court orders and judgments. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against DCA and/or the Released Parties regarding any of the Released Claims. **Enrolling in *Identity Guard* and/or submitting a valid and timely Claim Form are the only ways to receive benefits from this Settlement.**

By order of: Hon. Patsy Y. Porter, State Court of Fulton County, Georgia

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QUESTIONS? VISIT WWW.DCASETTLEMENT.COM OR CALL TOLL-FREE 1-855-731-3544.

IF I'M ELIGIBLE FOR EXPENSE OR LOSS REIMBURSEMENT, WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement Agreement, so please be patient. However, if the Court gives final approval to the Settlement, eligible Settlement Subclass Members will be paid as soon as possible after the Court order becomes final. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case is available at www.DCAsettlement.com, or you can call the Claims Administrator at **1-855-731-3544**, or contact Class Counsel at the information provided below.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement Agreement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement Agreement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Class for settlement purposes, hear any proper objections and arguments to the Settlement Agreement, as well as any requests for an award of attorneys' fees, costs, and expenses and a Class Representative Service Award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing, in person or by remote videoconference means (*e.g.*, by Zoom), on **September 1, 2022 at 10:00 a.m.** in Courtroom 2D of the of the State Court of Fulton County, Georgia, 136 Pryor Street SW, Suite C-155, Atlanta, GA 30303.

If the Settlement Agreement is given final approval, the Court will not make any determination as to the merits of the claims against DCA or its defenses to those claims. Instead, the Settlement Agreement's terms will take effect and the Lawsuit will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement in order to achieve an early and certain resolution to the Lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement Agreement, if it approves the Settlement Agreement and the approval is reversed on appeal, or if the Settlement Agreement does not become final for some other reason, the Class Members will receive no benefits from the Settlement Agreement. Plaintiff, DCA, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement Agreement, and the Settlement Agreement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiff and DCA will continue to litigate the Lawsuit. If the Settlement Agreement is not approved, there can be no assurance that the Settlement Class will recover more than is provided in the Settlement Agreement, or indeed anything at all.

WHO REPRESENTS THE CLASS?

The Court has approved the following attorneys to represent the Settlement Class. They are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

John A. Yanchunis
MORGAN & MORGAN COMPLEX LITIGATION GROUP
201 N. Franklin St., 7th Floor
Tampa, FL 33602
Phone: 1-813-275-5272
Email: JYanchunis@ForThePeople.com

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Washington, DC 20015
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Email: dlietz@milberg.com

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this Lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.DCAsettlement.com. If you have any questions, you can also call the Claims Administrator at **1-855-731-3544** or Class Counsel at the numbers or email addresses set forth above. In addition to the documents available on the case website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.

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