

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
Case No. 8:22-cv-1472-TPB-AAS**

In re:

**LINCARE HOLDINGS, INC.,
DATA BREACH LITIGATION**

**NOTICE REGARDING RIGHT TO BENEFIT FROM
CLASS ACTION SETTLEMENT**

A Settlement Agreement has been reached in a class action lawsuit (the “Lawsuit”) against Lincare Holdings Inc. (“Defendant”) alleging the unauthorized disclosure of personally identifiable information and protected health information (together “PII”) that occurred on or about September 2021, when Defendant experienced an intrusion into its system by an external individual (the “Incident”). The information that may have been disclosed in the Incident possibly included, first and last names, addresses, Lincare account numbers, date of birth, medical information, which may include information concerning medical treatments individuals received such as provider name, dates of service, diagnosis/procedure, and/or account or record numbers, health insurance information, and/or prescription information. In very limited circumstances, Social Security numbers may have been impacted in the Incident.

As part of this Settlement, Defendant has agreed to pay eligible Settlement Class Members for certain types of Claims, extend or provide identity theft protection and medical information monitoring services, and undertake certain preventative security measures. You must submit a Settlement Claim using a Claim Form in order to receive any recovery under the Settlement.

**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON’T ACT,
SO READ THIS NOTICE CAREFULLY.**

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|---|
| FILE A CLAIM | The only way to get benefits under this Settlement. |
| ASK TO BE EXCLUDED | Get no benefits. This is the only option that may allow you to sue Defendant over the claims being resolved by this Settlement. |
| OBJECT | Write the Court about why you do not think this Settlement is fair, reasonable, or adequate. |
| GO TO A HEARING | Ask to speak in Court about the fairness of the Settlement. |
| IF YOU DO NOTHING | Get no benefits. Give up your rights to sue Defendant about the legal claims in this case. |

- **Your rights and options—and the deadlines to exercise them—are explained in this Notice.**
- The Court still must decide whether to approve the Settlement. No payments will be made until after the Court grants Final Approval of the Settlement and all appeals, if any, are resolved.
- *Note that any capitalized terms not defined herein shall have the meanings ascribed to them in the Settlement Agreement. Additionally, to the extent there are any conflicts or inconsistencies between this form and the Settlement Agreement, the terms of the Settlement Agreement shall govern.*

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.LincareSettlement.com or call (833) 383-4044

1. What is this Lawsuit about?

In the Lawsuit, Plaintiffs bring claims against Defendant for negligence; negligence per se; breach of fiduciary duty; breach of implied contract; unjust enrichment; violation of the North Carolina Unfair and Deceptive Trade Practices Act (N.C. Gen. Stat. § 75-1.1, *et seq.*); violation of the California Confidentiality of Medical Information Act (Cal. Civ. Code § 56, *et seq.*); violation of the California Consumer Records Act (Cal. Civ. Code § 1798.82, *et seq.*); violation of the California Unfair Competition Law (Cal. Bus. & Prof. Code, § 17200, *et seq.*); violation of the Missouri Merchandising Practices Act (Mo. Ann. Stat. § 407.010, *et seq.*); and violation of New York General Business Law § 349, all related to the Incident.

Defendant denies any wrongdoing and denies all claims asserted against it in the Lawsuit. Both sides have agreed to settle the Lawsuit to avoid the cost, delay, and uncertainty of litigation.

You can read Plaintiffs' Consolidated Class Action Complaint, the Settlement Agreement, and other case documents, as well as download a Claim Form, at www.LincareSettlement.com.

2. What is a class action?

In a class action, a Settlement Class Representative (in this case, Plaintiffs Martha Chang, "B.B.", Ronald Fudge, Victor Juarez, Cherry Merrell, George Miller, and Lisa Torres), sue on behalf of a group (or a "Class") of people. Here, the Settlement Class Representative sued on behalf of people whose Personally Identifiable Information ("PII") was stored by Defendant and potentially disclosed, compromised, or accessed as a result of the cyber-breach or data Incident experienced by Defendant in September 2021.

3. Why is there a Settlement?

To avoid the cost, risk, and delay of litigation, the Parties reached a Settlement as to the claims of Plaintiffs and the Settlement Class.

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

For Settlement purposes, the Court has certified a Settlement Class consisting of all people who meet the following definition:

All individuals in the United States whose PII was stored by Lincare Holdings Inc. and potentially disclosed, compromised, or accessed as a result of the cyber-breach or data Incident experienced by Lincare Holdings Inc. in September 2021.

5. What relief is available to Settlement Class Members and how do I receive benefits?

To obtain a recovery, you must submit a Claim Form along with Reasonable Documentation and/or a proper attestation. This is the only way to get a payment or receive the identity theft protection and medical information monitoring services being offered by Defendant. Settlement Class Members who submit a valid and timely Claim Form, accompanied by proper documentation, may be entitled to the following forms of relief:

Category A Any Settlement Class Member can enroll for one year of Medical Shield monitoring services, commencing within thirty (30) days of the Effective Date of the Settlement. Medical Shield coverage (or its equivalent) will include, among other things, (i) healthcare insurance plan ID monitoring; (ii) medical record number monitoring; (iii) national provider identifier monitoring; (iv) Medicare Beneficiary Identifier monitoring; (v) International Classification of Diseases monitoring; (vi) Health Savings Account monitoring; (vii) Dark Web monitoring; (viii) \$1,000,000 Identity Theft Insurance; (ix) real-time authentication alerts; (x) high-risk transaction monitoring; (xi) security freeze assist; and (xii) immediate remediation assistance if

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identity theft is suspected. Settlement Class Members seeking Medical Shield monitoring services must return the Claim Form and provide a valid email address or physical address. From there, after the Effective Date as defined in the Settlement Agreement, the Settlement Administrator will send enrollment instructions to all Settlement Class Members who submitted a Claim Form requesting enrollment instructions and providing a valid email address or physical address.

Category B Settlement Class Members who claim they suffered reasonable Out-of-Pocket Losses as a result of the Incident (“Out-of-Pocket Loss Claimants”) shall be entitled to reimbursement in an amount not to exceed a single payment of \$5,000 for Out-of-Pocket Losses fairly traceable to the Incident, which have not been reimbursed, and were incurred between September 10, 2021, and the date Settlement Class Members receive Notice of the Settlement.

To be eligible to receive up to, but not exceeding, \$5,000, a Settlement Class Member must submit a valid and timely Claim Form and Reasonable Documentation supporting the claim for Out-of-Pocket Losses, as specified in the Settlement Agreement, on or before the Claims Deadline, and such Claim Form must be approved by the Settlement Administrator.

Category C Settlement Class Members who claim they suffered Lost Time as a result of the Incident can submit a self-verifying statement under penalty of perjury for Lost Time and be reimbursed for up to four (4) hours at Twenty Dollars per hour (\$20/hour), in accordance with the terms and conditions set forth in the Settlement Agreement (“Lost Time Claimant”). Lost-Time Claimants seeking Lost Time can submit a self-verifying statement for time spent dealing with the effects of the Incident, which must include a detailed explanation of the activities related to the Incident for which the time was spent.

Out-of-Pocket Loss Claimants whose claims meet or exceed the \$5,000.00 cap for Out-of-Pocket Losses are ineligible to seek relief for Lost Time. Moreover, a Settlement Class Member cannot recover an aggregate amount of more than \$5,000.00 for their combined Out-of-Pocket Loss Claim and Lost Time Claim.

Category D California Settlement Class Members can submit a Claim Form for an additional benefit of \$90.00 as recognition for their statutory claim(s) under California law (“California Claims”). To be eligible to receive compensation for California Claims, Settlement Class Members must submit a self-verifying statement under penalty of perjury that they were residents of California at the time of the Incident. This additional amount can be combined with either or both Out-of-Pocket-Expense Claims or Lost-Time Claims.

You can download the Claim Form at www.LincareSettlement.com and either file it online with the Settlement Administrator or mail it to:

Lincare Holdings Inc. Class Action
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

To the extent the total amount of all Valid Claims for Settlement Class Members (including for Out-of-Pocket Losses, Lost Time, and California Claims) at the end of the Claims Period were to exceed the amount in the Settlement Fund after payment of other expenses from the fund (including payments for all costs of administration of the Settlement and the Notice Program; the costs for Identity Theft Protection (Medical Shield monitoring); and any Fee and Expense Award approved by the Court for or awarded to Class Counsel), the cash benefits to each eligible Settlement Class Member with a Valid Claim would be decreased on a *pro rata* basis. To the extent the total amount of all Valid Claims for Settlement Class Members (including for Out-of-Pocket Losses, Lost Time, and California Claims) at the end of the Claims Period were to be less than the amount in the Settlement

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Fund after payment of other expenses from the fund (including payments for all costs of administration of the Settlement and the Notice Program; the costs for Identity Theft Protection (Medical Shield monitoring); and any Fee and Expense Award approved by the Court for or awarded to Class Counsel), the cash benefits to each eligible Settlement Class Member with a Valid Claim would be increased on a *pro rata* basis, subject to a maximum of One Thousand Dollars and No Cents (\$1,000.00) for each California Claims payment.

All Claim Forms must be mailed no later than the Claims Deadline of April 15, 2024.

In addition to the monetary benefits described above, Defendant further has implemented, and/or have agreed to implement, and agrees to maintain, security measures to protect the PII of its patients for a period of no less than one (1) year after the Effective Date (“Enhanced Data Security Measures”). Any costs associated with the Enhanced Data Security Measures will be borne by Defendant and not paid from the Settlement Fund. The Enhanced Data Security Measures include the following:

- i. Defendant engages, and will continue to engage, third-party security service providers and internal personnel to run automated security monitoring;
- ii. Defendant audits, tests, and trains, and will continue to audit, test, and train, its security personnel regarding any new or modified procedures;
- iii. Defendant segments, and will continue to segment, data by, among other things, creating firewalls and access controls;
- iv. Defendant conducts, and will continue to conduct, regular computer system scanning and security checks;
- v. Defendant routinely conducts, and will continue to conduct, internal training and education to inform employees about the best practices to implement to recognize and avoid electronic threats and internal security personnel about how to identify and contain a breach when it occurs and what to do in response to a breach;
- vi. Defendant retains, and will continue to retain, a Head of Information Security and Architecture who will ensure that all security/technical personnel are qualified to fulfill the roles to which they are assigned; and
- vii. Defendant maintains, and will continue to maintain, a lifecycle management plan to keep updated as needed.

6. What am I giving up to receive these benefits?

By staying in the Settlement Class, all of the Court’s orders will apply to you, and you will give Defendant a “release.” A release means you cannot sue or be part of any other lawsuit against Defendant concerning the claims or issues in this Lawsuit (relating to the Incident), and you will be bound by the Settlement. The specific claims you are giving up against Defendant, its affiliates, and related persons or entities are called “Released Claims.” The Released Claims are described in Section XI of the Settlement Agreement, which is available at www.LincareSettlement.com. The Settlement Agreement describes the Released Claims with specific and accurate legal descriptions, so read it carefully.

7. Do I have a lawyer in this case?

To represent the Settlement Class, the Court has appointed John A. Yanchunis (Morgan & Morgan), Stephen R. Basser (Barrack, Rodos & Bacine), Raina Borrelli (Turke & Strauss LLP), Alexandra M. Honeycutt (Milberg, Coleman, Bryson, Phillips, Grossman PLLC), and Carl V. Malmstrom (Wolf Haldenstein Adler Freeman & Herz LLC) as “Class Counsel.” You can contact Class Counsel at:

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For litigating the case and negotiating the Settlement, Class Counsel will request from the Court an award of attorneys' fees not to exceed one-third (33.3%, or \$2,416,666.67) of the Settlement Fund and reimbursement of litigation costs and expenses not to exceed Fifty Thousand Dollars and No Cents (\$50,000.00) (collectively, the "Fee and Expense Award"). Any Fee and Expense Award is subject to Court approval. You may hire your own separate attorney, but only at your own expense.

8. I don't want to be part of this case. How do I ask to be excluded?

If you don't want a payment or the identity theft protection service offered by this Settlement and you want to keep the right to sue Defendant about issues relating to the Incident, then you must take steps to get out of the Settlement. This is called "excluding" yourself or "opting out" of the Settlement Class.

To exclude yourself, you must send a letter by mail that (i) states your full name, address and telephone number, (ii) contains your signature or the signature of the person authorized by law to sign on behalf of you, and (iii) states unequivocally that you intend to be excluded from the Settlement Class and from the Settlement. You must mail your exclusion request, postmarked no later than the Opt-Out Deadline of **March 14, 2024**, to: Lincare Holdings Inc. Class Action, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391.

9. How do I object to the Settlement?

Any Settlement Class Member who has not requested to be excluded from the Settlement Class may object to the Settlement. In order to exercise this right, you must submit your objection to the Court and to the Settlement Administrator. Your objection must include (i) the name of the Litigation; (ii) your full name, address, email address, and telephone number; (iii) an explanation of the basis upon which you claim to be a Settlement Class Member; (iv) all grounds for the objection, accompanied by any legal support for the objection; (v) the identity of all counsel who represent you, including any former or current counsel who previously represented you and may be entitled to compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Award; (vi) the identity of all counsel representing you who will appear at the Final Approval Hearing; (vii) the number of times in which you have objected to a class action Settlement within the five (5) years preceding the date on which you file the objection, and the caption of each case in which you have made such objections; (viii) the number of times in which your counsel and/or counsel's law firm have objected to a class action Settlement within the five (5) years preceding the date that you file the objection for the ten (10) most recent objections, and the caption of each case in which the counsel or the firm has made such objections; (ix) a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; (x) a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing.

If you wish to object to the proposed Settlement, you must mail or hand-deliver written objections to the Settlement ("Objections") to the Settlement Administrator or Court. Alternatively, you or your counsel may file Objections with the Court through the Court's electronic case filing ("ECF") system, with service on Class Counsel and Defendant's Counsel made through the ECF system.

Objections also must be postmarked or electronically filed with the Settlement Administrator or Court on or

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before the Objection Deadline of **March 14, 2024**.

The Settlement Administrator's address is: Lincare Holdings Inc. Class Action, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391. The address of Class Counsel is:

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Final Approval Hearing

The Court will hold a Final Approval Hearing on **June 12, 2024** at the Sam Gibbons United States Federal Courthouse, 801 N. Florida Avenue, Courtroom 14A, Tampa, Florida 33602. The purpose of the hearing will be for the Court to determine whether the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class, and to rule on applications for compensation for Class Counsel. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement.

YOU ARE **NOT** REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT. The hearing may be postponed to a later date, which will be updated on the Settlement Website at www.LincareSettlement.com.

FOR MORE INFORMATION

Additional information and documents, including case documents, are available at www.LincareSettlement.com or by contacting the Settlement Administrator.

PLEASE DO NOT CALL THE COURT, THE JUDGE, DEFENDANT, OR THEIR COUNSEL WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.