

**SONIC HEALTHCARE U.S.A., AURORA DIAGNOSTICS, LLC, CLINICAL
PATHOLOGY LABORATORIES, INC., AND AUSTIN PATHOLOGY ASSOCIATES
PROPOSED CONSUMER SETTLEMENT BENEFITS PLAN**

1. Capitalized Terms: Unless defined herein, the capitalized terms used in this Proposed Settlement Benefits Plan (“Benefits Plan”) are defined in the Settlement Agreement.
2. Net Settlement Fund: The Settlement Administrator shall use the Net Settlement Fund to pay valid Claims for Out-of-Pocket Losses and Alternative Cash Payments as set forth below, subject to the limitations and pro rata adjustments described in this Benefits Plan and the Settlement Agreement. The Settlement Administrator shall administer and oversee distribution of the Net Settlement Fund pursuant to the Settlement Agreement and the process set forth in this Benefits Plan.
3. Out-of-Pocket Losses: “Out-of-Pocket Losses” are verifiable, documented unreimbursed costs or expenditures that a Settlement Class Member actually incurred and that are fairly and reasonably traceable to the AMCA Security Incident. Settlement Class Members may file a claim for up to \$5,000 in Out-of-Pocket Losses, subject to increases or decreases pro rata depending upon the number of claims filed. Out-of-Pocket Losses may include, without limitation, the following:
 - a. unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, medical fraud, or other alleged misuse of Settlement Class Members’ personal information;
 - b. professional service costs—such as law firms or credit repair services—related to misuse of Settlement Class Members’ personal information;
 - c. miscellaneous expenses incurred related to any Out-Of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges;
 - d. credit monitoring costs that were incurred on or after August 1, 2018, through the date of the Settlement Class Member’s claim submission;
 - e. up to 10 total hours for verified and documented time spent remedying fraud, identity theft, or other similar misuse of a Settlement Class Member’s personal information that is fairly traceable to the AMCA Security Incident at \$25 per hour.
4. Alternative Cash Payment: In lieu of seeking Out-of-Pocket Losses, Settlement Class Members may submit a claim for Alternative Cash Payment, which shall be up to \$50 per Settlement Class Member, subject to pro rata increases or decreases, depending on the number of claims filed.
5. Monitoring Services: In addition to Out-of-Pocket Losses or Alternative Cash Payment, Settlement Class Members will be eligible to claim and enroll in up to two (2) years of the CyEx Medical Shield Pro service (“Monitoring Services”), which shall include and shall be delivered consistent with the standards set forth in Exhibit E to the Settlement Agreement. These services will be provided by CyEx, which will be appointed by the Court as the provider of Monitoring Services and be subject to the Court’s jurisdiction for enforcement of the terms of this settlement.

6. Claims Period: The “Claims Period” is the period starting from the date the Court enters the Preliminary Approval Order and ending 90 days after the Notice Date. Settlement Class Members must submit claims for Out-of-Pocket Losses or Alternative Cash Payments during the Claims Period. Settlement Class Members may also submit claims for Monitoring Services during the Claims Period.
 - a. Any eligible Settlement Class Member that does not timely and validly submit a Claim Form or whose claim is not otherwise approved by the Court: (a) shall be deemed to have waived their right to share in the Settlement Fund; (b) shall be forever barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Settlement Agreement and the Settlement and all proceedings, determinations, orders, and judgments in the Action relating thereto, including, without limitation, the judgments, and the releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing, maintaining, or prosecuting any of the Released Claims against Defendants Sonic Healthcare U.S.A., Aurora Diagnostics LLC, Clinical Pathology Laboratories, Inc. (“CPL”), and Austin Pathology Associates (“Austin Path”) (collectively “Defendants”), as more fully described in the Settlement Agreement and Notice.
7. Insufficient or Excess Funds:
 - a. To the extent total valid claims are greater than the Net Settlement Fund, all valid claims (including Alternative Cash Payments) shall be reduced on a proportional, *pro rata* basis, as determined by the Settlement Administrator.
 - b. To the extent total valid claims are less than the Net Settlement Fund, all valid claims shall be increased on a proportional, *pro rata* basis (including Alternative Cash Payments) until the Net Settlement Fund is exhausted, as determined by the Settlement Administrator.
 - c. Any remaining funds resulting from the failure of Settlement Class Members to timely negotiate a settlement payment or to timely provide required tax information such that a settlement payment could issue, shall be distributed to Settlement Class Members, or as otherwise ordered by the Court. No funds may revert to Defendants, except as provided in the Settlement Agreement in the event the settlement does not become effective or is terminated.
8. Claims Process: Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically or via mail during the Claims Period (e.g., download a Claim Form for mailing from the Settlement Website). The Settlement Administrator shall verify that each individual who submits a Claim Form is a Settlement Class Member and shall be responsible for evaluating claims and deciding whether claimed Out-of-Pocket Losses are valid and fairly traceable to the Security Incident.
 - a. Claims for Out-of-Pocket Losses:

- i. Settlement Class Members with Out-of-Pocket Losses must submit Reasonable Documentation supporting their claims. “Reasonable Documentation” means documentation supporting a claim, including but not limited to: credit card statements, bank statements, invoices, telephone records, and receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the claimant do not constitute Reasonable Documentation but may be included to provide clarification, context, or support for other submitted Reasonable Documentation.
 - ii. In assessing what qualifies as “fairly traceable,” the Settlement Administrator must consider (1) the timing of the loss, including whether the loss occurred on or after August 1, 2018 through the date of the Settlement Class Member’s claim submission; (2) whether the loss involved the possible misuse of the type of personal information accessed in the Security Incident; (3) whether the personal information accessed in the Security Incident that is related to the Settlement Class Member is of the type that was possibly misused; (4) the Class Member’s explanation as to how the loss is fairly traceable to the Security Incident; (5) the nature of the loss, including whether the loss was reasonably incurred as a result of the Security Incident; and (6) any other factor that the Settlement Administrator considers to be relevant. The Settlement Administrator shall have the sole discretion and authority to determine whether claimed Out-of-Pocket Losses are valid and fairly traceable to the Security Incident.
 - iii. If the person executing the Claim Form is acting in a representative capacity, a certification of his, her or its current authority to act on behalf of the Class Member must be included in the Claim Form to the satisfaction of the Settlement Administrator, subject to consultation by Plaintiffs’ Counsel and Defendants’ Counsel.
 - iv. The Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.
 - b. Claims for Medical Shield Pro: Notwithstanding any other claim for benefits, all Settlement Class Members will be able to submit a Claim Form requesting enrollment in Medical Shield Pro. Settlement Class Members who submit a valid Claim for Medical Shield Pro will be provided with an enrollment code by email after the Effective Date of the settlement, subject to availability of valid contact information, which will be active for a specified amount of time.
9. Payment Method: Settlement Class Members will be able to select a method of payment, including at least one option for electronic payment (e.g., Venmo, Paypal, or Zelle).
10. Disputes and Appeals:

- a. To the extent the Settlement Administrator determines a claim is deficient in whole or part, within 21 days after the Settlement Administrator processes all claims, the Settlement Administrator shall notify the Settlement Class Member in writing (including by e-mail where the Settlement Class Member selects e-mail as his or her preferred method of communication) of the deficiencies and provide the Settlement Class Member 30 days to cure the deficiencies. The notice shall inform the Settlement Class Member that he or she can either attempt to cure the deficiencies outlined in the notice, or dispute the determination in writing and request an appeal.
- b. If the Settlement Class Member attempts to cure the deficiencies but, in the sole discretion and authority of the Settlement Administrator fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within 14 days of the determination. The Settlement Administrator shall have the sole discretion and authority to determine whether a claim is deficient in whole or part but may consult with the Parties in making individual determinations.
- c. If a Settlement Class Member disputes a determination in writing (including by e-mail where the Settlement Class Member selects e-mail as his or her preferred method of communication) and requests an appeal, the Settlement Administrator shall provide Plaintiffs' Counsel and Defendants' Counsel a copy of the Settlement Class Member's dispute and Claim Form along with all documentation or other information submitted by the Settlement Class Member. Plaintiffs' Counsel and Defendants' Counsel will confer regarding the claim submission, and their agreement on approval or denial of the Settlement Class Member's claim, in whole or part, will be final. If Plaintiffs' Counsel and Defendants' Counsel cannot agree on approval or denial of the Settlement Class Member's claim, in whole or part, the dispute will be submitted to a mutually agreeable neutral who will serve as the claims referee, which will be paid for out of the Settlement Fund. If the Parties are unable to reach agreement on who will serve as the claims referee, they will submit their proposals to the Court. The Court will have final, non-appealable decision-making authority over designating the claims referee. The claims referee's decision will be final and not subject to appeal or further review.

11. Miscellaneous:

- a. No Person shall have any claim against the Settlement Administrator, the Parties' or the Parties' counsel based on distributions of benefits to Settlement Class Members.
- b. Information submitted by Settlement Class Members pursuant to the terms of this Settlement Agreement shall be deemed confidential and protected as such by Plaintiffs' Counsel, Defendants, Defense Counsel and the Settlement Administrator, and is only subject to disclosure as required by law or court order.

12. Modification of Settlement Benefits Plan: Should the Parties agree, after Final Approval of the Settlement Agreement, that the provisions of this Settlement Benefits Plan should be modified in the interests of justice, they shall seek the Court's approval for such modification.