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Pfeiffer et al v. RadNet, Inc., Case No. 2:20-cv-09553-RGK-SK

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

RADNET, INC. CLASS ACTION SETTLEMENT

TO: All individuals who RadNet, Inc. (“RadNet”) identified for notification that their personal information was or may have been compromised in the security incident disclosed by RadNet on or about September 21, 2020.

A Class Action Settlement has been proposed in litigation against RadNet relating to a security incident that RadNet disclosed on or about September 21, 2020 (“Security Incident”). You are receiving this notice because the following individual is a “Settlement Class Member” entitled to benefits from a class action settlement [LIST CLASS MEMBER]. **The easiest way to submit a claim under the settlement is online at www.RadNetDataSettlement.com.**

Under the terms of the settlement, RadNet has agreed to establish a fund of \$2,600,000.00 that will be used to pay for the following forms of relief:

- **Reimbursement for Out-of-Pocket Losses:** The Settlement Fund will be used to reimburse Settlement Class Members for out-of-pocket losses fairly traceable to the Security Incident, up to \$15,000.00 per individual (“Out-of-Pocket Losses”).
- **Reimbursement for Attested Time:** The Settlement Fund will be used to reimburse Settlement Class Members for time spent remedying issues related to the Data Breach for up to five (5) hours at \$25 per hour (“Attested Time”), provided the total cash reimbursement does not exceed \$15,000.
- **Identity Restoration Services:** Regardless of whether you submit a claim under the Settlement, all Settlement Class Members will be eligible to access identity restoration services offered through Identity Guard, including professional fraud resolution assistance to help with identity recovery and restoration in case you experience identity theft or fraud in the future, for a period of five (5) years (“Identity Restoration Services”).
- **Three-Bureau Credit Monitoring Services:** All Settlement Class Members are eligible to enroll in up to five (5) years of Identity Guard’s credit monitoring services at no cost, regardless of whether the Settlement Class Member submitted a claim for Out-of-Pocket Losses or Attested Time. These services retail for \$1000.00 per individual over a five-year period, and include daily credit monitoring of your credit file at Experian, Equifax, and TransUnion, a \$1 million identity theft insurance policy, and additional features discussed below (“Credit Monitoring Services”); or
- **Alternative Cash Payments:** In lieu of Credit Monitoring Services, Settlement Class Members may elect to receive an Alternative Cash Payment in the amount of \$125.00.
- **Monetary Payments for California Sub-Class Members:** If you lived in California at the time of the Security Incident on July 18, 2020, you may also be entitled to a payment of \$75.00 under the California Consumer Privacy Act, Cal. Civ. Code § 1798.150(a) claim.
- **RadNet Business Practice Commitments:** In addition to the Settlement Fund, RadNet has agreed to implement and maintain certain business practice commitments relating to its information security program for three years following the Effective Date of the Settlement (“Business Practice Commitments”).
 - **The maximum payment any Settlement Class Member can receive is \$15,000.** Approved Claims for reimbursement and/or cash benefits that total more than \$15,000 will be reduced to the \$15,000 maximum.

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. Your legal rights are affected whether you respond or not. ***Read this notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	DEADLINE
<p>File a claim for out-of-pocket losses and lost time</p>	<p>You must submit a claim in order to receive reimbursement for Out-of-Pocket Losses and/or Attested Time. You may claim Out-of-Pocket Losses, Attested Time and either Credit Monitoring Services or the Alternative Cash payment under the Settlement.</p> <p>For more detailed information, see Questions 6, 8, and 13.</p> <p>December 28, 2021</p>
<p>File a claim for credit monitoring services or an alternative cash payment</p>	<p>You must submit a claim(s) in order to receive the Credit Monitoring Services offered under the Settlement or an Alternative Cash Payment.</p> <p>For more detailed information, see Questions 6 and 9.</p> <p>December 28, 2021</p>
<p>Access identity restoration services</p>	<p>You can access Identity Restoration Services after the Settlement becomes final, whether or not you make a claim under the Settlement.</p> <p>For more detailed information, see Questions 6 and 11.</p> <p>No deadline</p>
<p>Exclude yourself</p>	<p>You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt-out” of the Settlement. If the settlement becomes final, this is the only option that allows you to retain your rights to separately sue RadNet for claims related to the Security Incident. If you opt-out, you may not make a claim for benefits under the Settlement.</p> <p>For more detailed information, see Question 19.</p> <p>November 18, 2021</p>
<p>Object or comment on the settlement</p>	<p>You may object to the Settlement by writing to the Settlement Administrator and explaining why you don’t think the Settlement should be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits of the Settlement and give up your right to sue on certain claims described in the Settlement Agreement which is available at www.RadNetDataSettlement.com.</p> <p>For more detailed information, see Question 20.</p> <p>November 18, 2021</p>
<p>Do nothing</p>	<p>If you do nothing, you will not be eligible to receive reimbursement for Out-Of-Pocket Losses or Attested Time, enroll in Credit Monitoring Services, or receive Alternative Cash Payment in lieu of Credit Monitoring Services. You will however, be eligible to access Identity Restoration Services through Identity Guard under certain circumstances. If the Settlement becomes final, you will give up your rights to sue RadNet separately relating to the Security Incident.</p> <p>For more detailed information, see Questions 6 and 16.</p> <p>No deadline</p>

Questions? Go to www.RadNetDataSettlement.com or call 800-444-4283.

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Questions? Go to www.RadNetDataSettlement.com or call 800-444-4283.

BASIC INFORMATION AND OVERVIEW

1. Why did I get this Notice?

You received this Notice because RadNet sent or attempted to send you notice that your personal information was or may have been compromised in the security incident disclosed by RadNet on or about September 21, 2020. A Court authorized this Notice because you have a right to know how the proposed settlement may affect your rights. This Notice explains the nature of the litigation, the general terms of the proposed settlement and what it may mean to you. This Notice also explains the ways you may participate in, or exclude yourself from, the Settlement.

2. What is this lawsuit about?

On or about July 18, 2020, an unknown third party unlawfully gained access to a RadNet server that was used to store certain employee data. The unknown third party may have accessed personal information of RadNet's current and former employees, or people who applied to RadNet for employment. This information may have included people's names, social security numbers, drivers' license numbers and potentially additional information such as date of birth, address, and passport numbers.

On or about September 21, 2020, RadNet provided legally required notice to persons whose data may have been implicated in the Security Incident.

Thereafter, three putative class action lawsuits were filed in the United States District Court for the Central District of California by individuals who allege that they were affected by the Security Incident. The judge overseeing the case is the Honorable R. Gary Klausner. The Court consolidated the cases to proceed together under the caption *Pfeiffer et al. v. RadNet, Inc.*, No. 2:20-cv-09553-RGK-SK. The individuals who sued are called the "Plaintiffs." RadNet is the "Defendant." Plaintiffs claim that RadNet did not adequately protect their personal information. The consolidated complaint filed in the lawsuit, which describes the specific legal claims alleged by the Plaintiffs, is available at www.RadNetDataSettlement.com.

RadNet denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing.

3. Why is this a class action?

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar claims. All of these people together are the "class" or "class members." Because this is a class action, even persons who did not file their own lawsuit can obtain relief from harm that may have been caused by the Security Incident, except for those individuals who timely exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or RadNet. 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 class representatives appointed to represent the class and the attorneys for the Settlement Class ("Class Counsel," see Question 17) believe that the Settlement is in the best interests of the Settlement Class Members.

WHO IS PART OF THE SETTLEMENT?

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

You are a member of the Settlement Class if you received notice from RadNet that your personal information was or may have been compromised in the security incident initially disclosed by RadNet in or about September 2020, or you received this settlement notice stating that you are a class member.

Excluded from the Settlement are:

- RadNet and its officers, directors, legal representatives, successors, subsidiaries, and assigns

Questions? Go to www.RadNetDataSettlement.com or call 800-444-4283.

- The presiding judge and any judicial staff or immediate family members; and
- Any Settlement Class Member who excludes himself or herself from the Settlement (see Question 19).

If you are not sure whether you are included in the Settlement Class, call (800) 444-4283.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under the Settlement, RadNet will pay \$2,600,000.00 into a Settlement Fund that will be used to provide the following benefits:

- Cash reimbursement for Out-of-Pocket Losses fairly traceable to the Security Incident (see Question 8)
- Cash reimbursement for Attested Time spent remediating issues related to the Security Incident (see Question 8)
- Identity Restoration Services (see Question 11)
- Credit Monitoring Services (see Question 9) or
- Alternative Cash Payments (see Question 10)
- Monetary Payment for California Sub-Class Members (Question 14)
- Attorneys' fees and expenses as approved by the Court (see Question 18), and the costs of notifying the class and administering the Settlement.

Cash payments are capped at \$15,000 per claimant. Depending on the number of valid claims, the costs of settlement administration, and the amount awarded by the Court for attorney's fees and costs and service payments, payments for certain benefits may be reduced or increased proportionally or withheld as set forth in paragraph 70 of the Settlement Agreement.

As part of the Settlement, RadNet also has agreed to implement certain business practices relating to its information security program for three years after the Effective Date of the Settlement (see Question 12).

7. Will RadNet know if I submit a claim for settlement benefits?

No. As part of the Settlement Agreement, RadNet will not have access to the identities of Settlement Class Members who make claims for any of the benefits provided by this Settlement, unless you later allege a separate claim against RadNet or any of the Released Parties relating to or arising out of the Security Incident.

8. How will the Settlement compensate me for identity theft and fraud I have already suffered or expenses I have already paid to protect myself?

Settlement Benefit: Payment for Unreimbursed Out-of-Pocket Losses: If you spent money to address fraud or identity theft or to protect yourself from future harm that is fairly traceable to the Security Incident, then you can submit a claim for reimbursement up to \$15,000. Out-of-Pocket losses that are eligible for reimbursement through the Settlement may include, but are not limited to, the following costs related to the Security Incident and incurred after July 18, 2020:

- Unreimbursed costs associated with fraud or identity theft
- Professional fees including attorneys' fees, accountants' fees and fees for credit repair services
- Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges
- Costs of credit monitoring or other identity theft protection services incurred on or after July 18, 2020
- Costs associated with freezing or unfreezing credit with any credit reporting agency.

Questions? Go to www.RadNetDataSettlement.com or call 800-444-4283.

This list provides examples only, and other losses or costs traceable to the Security Incident may also be eligible for reimbursement. **YOU MUST BE ABLE TO DOCUMENT YOUR CLAIM.**

The Settlement Administrator has the sole authority to determine the validity of claims for Out-Of-Pocket Losses. Only valid claims will be paid. The deadline to file a claim for Out-of-Pocket Losses is December 28, 2021 (this is the last day to file online and the postmark deadline for mailed claims).

Settlement Benefit: Reimbursement for Attested Time: If you spent time dealing with fraud or identity theft or to protect yourself from future harm that is fairly traceable to the Security Incident, then you may also make a claim for reimbursement for up to five (5) hours at \$25 per hour.

You may receive reimbursement by providing an attestation and a brief description of (i) the actions taken in response to the Security Incident in dealing with misuse of your information or taking preventative measures and (ii) the time associated with each action. Claims for Attested Time can be made for up to \$125.00 per individual but total monetary relief is subject to an individual aggregate cap of \$15,000. The Settlement Administrator has the authority to determine the validity of claims for Attested Time. Only valid claims will be paid. The deadline to file a claim for Attested Time is December 28, 2021.

9. How will the Settlement help protect me against future identity theft and fraud?

Settlement Benefit: Credit Monitoring Services: The Settlement provides a way to help you protect yourself from unauthorized use of your personal information. Settlement Class Members may submit a claim to enroll in five (5) years of Identity Guard's Total Plan powered by IBM Watson credit monitoring and other services at no cost. These services retail at \$1,000.00 per individual over 5 years and include the following features:

- Credit monitoring at the three national credit bureaus **Equifax, Experian, and TransUnion**, providing you notice of changes such as an address change, new accounts, inquiries, accounts in collection, bankruptcy filings, new public records, and public record changes that could indicate identity theft,
- Dark Web Monitoring, with alerts when participating Settlement Class Members registered information (such as social security, credit card, financial account, health insurance and passport numbers and email addresses) are found on the Dark Web,
- Use of IBM Watson Artificial Intelligence to scan the internet for suspicious activity associated with individual participating Settlement Class Members,
- Identity Restoration Services and support to help you address credit and non-credit related fraud,
- Bank Account Monitoring, with alerts when new bank accounts are opening in a participating Settlement Class Member's name, personal information is changed on an existing account, or a new account holder is added to an existing account,
- High Risk Transaction Monitoring, with alerts when an enrolled Settlement Class Member's identity is used for non-credit transactions such as payday loans, wire transfers and account openings,
- Safe Browsing Tool, to help protect Settlement Class Members' computers against malicious content, and,
- Up to \$1 Million in insurance coverage for certain costs relating to identity theft and unauthorized electronic fund transfers.

If you submit a valid claim form and elect to enroll in Credit Monitoring Services, you will receive enrollment instructions by mail or email after the Settlement becomes final. You may make a claim for reimbursement for Out-of-Pocket Losses and/or Attested Time and Credit Monitoring Services under the Settlement. You may only elect to receive either Credit Monitoring Services or an Alternative Cash Payment (See Questions 9 and 10). In the event that 25% or more Settlement Class Members elect to enroll in Credit Monitoring Services under the Settlement, the number of years of Credit Monitoring Services provided pursuant to this benefit election may be reduced to three (3) years.

Questions? Go to www.RadNetDataSettlement.com or call 800-444-4283.

10. What if I already have credit monitoring or identity protection services?

Settlement Benefit: Alternative Cash Payments from Net Settlement Fund: All Settlement Class Members who do not opt-out of the settlement and who do not elect to receive Credit Monitoring Services may make a claim for an Alternative Cash Payment. The amount of the Alternative Cash Payment is \$125.00, though it may increase or decrease depending on the number of claims.

Alternative Cash Payments are available to Settlement Class Members who receive payment for Attested Time and Out of Pocket Losses; however, each class member is subject to an individual aggregate cap of \$15,000.00.

11. How will the Settlement help me deal with identity theft or fraud if it happens?

Settlement Benefit: Identity Restoration Services: All Settlement Class Members who do not opt-out of the Settlement will receive access to Identity Restoration Services through Identity Guard after the Settlement becomes final. These services include access to Fraud Resolution Specialists to assist you in addressing an identity theft event, including assistance with dealing with companies, government agencies, and credit bureaus.

All Settlement Class Members who do not opt-out of the Settlement may access Identity Resolution Services after the Settlement becomes final, even if they do not make a claim, by going to www.IdentityGuard.com/restoration, or calling toll free number 877-595-3412 and referencing engagement code RadNet-A&R.

12. Will the Settlement include changes to RadNet’s data security program?

Settlement Benefit: Data Security Business Practice Commitments by RadNet: RadNet has agreed to implement and pay for Business Practice Commitments relating to information security in particular as it applies to former and current employees and job applicants for a period of three (3) years after the Effective Date of the Settlement. These Business Practice Commitments are in the following categories: (1) endpoint protection, (2) restricted server access, (3) vulnerability scanning, and (4) cybersecurity training awareness program, as more fully set forth in the Settlement Agreement ¶¶ 71-73, which can be viewed on the settlement website at www.RadNetDataSettlement.com.

HOW TO GET SETTLEMENT BENEFITS

13. How do I file a claim for Credit Monitoring Services or Alternative Cash Payment, Attested Time, and/or Out-of-Pocket Losses?

To submit a claim for Out-of-Pocket Losses or Attested Time fairly traceable to the Security Incident, Credit Monitoring Services or an Alternative Cash Payment, you will need to file a claim form. There are two options for filing claims:

- (1) **File Online:** You may fill out and submit the claim form online at www.RadNetDataSettlement.com. This is the quickest way to file a claim.
- (2) **File by Mail:** Alternatively, you may fill out the claim form attached to this notice and mail it to the address on the form with supporting documentation, if any. If you lost or did not otherwise receive a claim form, you can download a hard copy of the claim form (available at www.RadNetDataSettlement.com) or ask the Settlement Administrator to mail a claim form to you by calling 800-444-4283. Fill out your claim form and mail it (including postage) to: RadNet Security Incident Litigation c/o Settlement Administrator, PO Box 23680, Jacksonville, FL 32241.

The deadline to file a claim is December 28, 2021 (this is the last day to file online and/or the postmark deadline for mailed claims).

14. I lived in California when the Security Incident occurred, am I entitled to other benefits?

If you were a resident of California on July 18, 2020 and received notice of the Settlement, you may be entitled to an alternative benefit of \$75.00 under the California Consumer Privacy Act (“CCPA”), Cal. Civ. Code § Questions? Go to www.RadNetDataSettlement.com or call 800-444-4283.

1798.150(a). Please note that you may elect to receive either Reimbursement for Out-of-Pocket Losses or the alternative CCPA benefit, but not both. Please fill out the additional section of the Claim Form for California Sub-Class members to receive the CCPA benefit.

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

Credit Monitoring Services claimed by Settlement Class Members will begin, and payments for valid claims will be made, after the Court enters the Final Approval Order and Judgment and the Settlement becomes final. This process may take several months or longer if there is an appeal; please be patient. Once there is a Final Approval Order and Judgment, it will be posted on the Settlement Administrator's website at www.RadNetDataSettlement.com.

If you make a claim for Credit Monitoring Services, Identity Guard will contact you using the information you provide the Settlement Administrator, and Identity Guard will send you information on how to activate your credit monitoring once the Settlement is final. Identity Guard will provide you with an activation code that you will use to activate the applicable Credit Monitoring Services. The activation code(s) will remain valid for 90 days.

Checks for valid claims for Out-of-Pocket Losses, Attested Time and Alternative Cash Payments will either be mailed by the Settlement Administrator to the mailing address that you provide or will be provided to you through PayPal, Venmo or Zelle, at your election.

LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

16. What happens if I do nothing and what am I giving up to stay in the settlement class?

If you make a claim under the Settlement, or if you do nothing, you will be releasing all of your legal claims against RadNet arising out of the issues this Settlement resolves. Unless you exclude yourself from the Settlement (see Question 19), all of the decisions by the Court will bind you. The specific claims you are giving up against RadNet are described in Section XIV of the Settlement Agreement. The Settlement Agreement is available at www.RadNetDataSettlement.com. You will be releasing RadNet and all related people as described in Section XIV of the Settlement Agreement.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions regarding the release, you may contact Class Counsel as provided for in Question 17.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in the case?

The Court appointed the following attorneys to represent the Settlement Class as "Class Counsel."

Gayle M. Blatt
**CASEY GERRY SCHENK FRANCAVILLA
BLATT & PENFIELD LLP**
110 Laurel Street
San Diego, CA 92101
619-238-1811

John A. Yanchunis
Ryan McGee
**MORGAN & MORGAN
COMPLEX LITIGATION GROUP**
201 N. Franklin Street, 7th Floor
Tampa, Florida 33602
813- 223-5505

William B. Federman
FEDERMAN & SHERWOOD
10205 North Pennsylvania Avenue
Oklahoma City, OK 73120
405-235-1560

M. Anderson Berry
**CLAYEO C. ARNOLD, A PROFESSIONAL
LAW CORPORATION**
865 Howe Avenue
Sacramento, CA 95825
916-777-7777

Questions? Go to www.RadNetDataSettlement.com or call 800-444-4283.

You will not be charged by these lawyers for their work on the case. If you want to be represented individually by your own lawyer, you may hire one at your own expense. If you have questions about how to submit a claim or if you need to update your address information, please contact the Settlement Administrator (see Question 21).

18. How will these lawyers be paid?

Class Counsel have undertaken this case on a contingency-fee basis and have not been paid any money in relation to their work on this case to date. Accordingly, Class Counsel have asked the Court to award them attorneys' fees in the amount of \$650,000.00 equaling 25% of the Settlement Fund, and reimbursement for costs and expenses of no more than \$60,000.00 to be paid from the Settlement Fund. You will not have to separately pay any portion of these fees yourself. The Court will decide the amount of fees and costs and expenses to be paid. Class Counsel's request for attorneys' fees and costs (which must be approved by the Court) will be filed on October 14, 2021 and will be available to view on the settlement website at www.RadNetDataSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

19. How do I exclude myself from the Settlement?

If you are a Settlement Class Member but do not want to remain in the class, you may exclude yourself from the class (also known as "opting out"). If you exclude yourself, you will lose any right to participate in the Settlement, including any right to receive the benefits outlined in this Notice.

If you decide on this option, you may keep any rights you have, if any, against RadNet and you may file your own suit against RadNet based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult an attorney to determine your options.

To exclude yourself from the Settlement, you must mail a request for exclusion, postmarked no later than November 18, 2021, to:

**RadNet Security Incident Litigation
Attn: Exclusion
PO Box 23680
Jacksonville, FL 32241-3680**

This statement must contain the following information:

- (1) The name of this proceeding (*Pfeiffer et al v. RadNet, Inc.*, No. 2:20-cv-09553-RGK-SK or similar identifying words such as "RadNet Security Incident Lawsuit")
- (2) Your full name and address
- (3) The words "Request for Exclusion" at the top of the document or a statement that you do not wish to participate in the settlement; and
- (4) Your signature.

If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the settlement class, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court, and you may not recover under any other individual settlement agreement regarding the claims released as part of the Settlement.

OBJECTING OR COMMENTING ON THE SETTLEMENT

20. How do I tell the Court that I don't like the Settlement?

If you are a Settlement 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 benefits based on your individual circumstances; the Court can only approve or deny the Settlement as it is presented.

Questions? Go to www.RadNetDataSettlement.com or call 800-444-4283.

To object, you must send a letter stating that you object to the Settlement. Your objection must include:

- (1) The name of this proceeding (*Pfeiffer et al v. RadNet, Inc.*, No. 2:20-cv-09553-RGK-SK or similar identifying words such as “RadNet Security Incident Lawsuit”)
- (2) Your full name, address, and telephone number
- (3) State with specificity the grounds for the objection, as well as any documents supporting the objection
- (4) A statement as to whether the objection applies only to you and your circumstances, to a specific subset of the class, or to the entire class
- (5) The name and address of any attorneys representing you with respect to the objection
- (6) A statement regarding whether you or your attorney intend to appear at the Final Approval Hearing; and
- (7) You or your attorney’s signature.

To be considered by the Court, your objection must be mailed, postmarked no later than November 18, 2021, to the following address:

**RadNet Security Incident Litigation
Attn: Objections
PO Box 23680
Jacksonville, FL 32241-3680**

You must not submit your objections directly to the Court. **If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement. You will still be eligible to receive settlement benefits if the Settlement becomes final even if you object to the Settlement.**

The Court has scheduled a Final Approval Hearing to listen to and consider whether the Settlement is fair, adequate, and reasonable. If there are objections, the Court will consider them.

The hearing will take place on **February 7, 2022** at 9:00 a.m. before the Honorable R. Gary Klausner, at the United States District Court for the Central District of California, 255 East Temple Street, Los Angeles, CA 90012, Courtroom 850, 8th Floor. 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.

GETTING MORE INFORMATION

21. Where can I get more information?

This notice summarizes the Settlement. More details are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement and other case documents at www.RadNetDataSettlement.com. If you have questions about this Notice or the Settlement, you may contact the Settlement Administrator by phone at 800-444-4283, by email at info@radnetdatasettlement.com, or by mail at **RadNet Security Incident Litigation c/o Settlement Administrator, PO Box 23680**, Jacksonville, FL 32241-3680.

If you wish to communicate directly with Class Counsel, you may contact them (contact information noted above in Question 17). You may also seek advice and guidance from your own private attorney at your own expense if you wish to do so.

The status of the settlement, any appeals, and the date of payments will be posted on the Settlement website.

The Court cannot respond to any questions regarding this Notice, the lawsuit, or the proposed settlement. ***Please do not contact the Court or its Clerk with questions about the Settlement.***

Questions? Go to www.RadNetDataSettlement.com or call 800-444-4283.