

**This is a Court approved Legal Notice. This is not an advertisement.**

*Rhonda Hutton, et al., v. National Board of Examiners in Optometry, Inc.*, No. 16-cv-03025-JKB (D. Md.); *Nicole Mizrahi v. National Board of Examiners in Optometry, Inc.*, No. 16-cv-03146-JKB (D. Md.); and *Brenda Liang, et al., v. National Board of Examiners in Optometry, Inc.*, No. 17-cv-1964-JKB (D. Md.)

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## **NATIONAL BOARD OF EXAMINERS IN OPTOMETRY CLASS ACTION SETTLEMENT**

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**TO: All individuals whose personal information was stored in the databases of the National Board of Examiners in Optometry, Inc. (“NBEO”) on or before November 15, 2018.**

A Class Action Settlement has been proposed in litigation against NBEO relating to an alleged data breach that occurred in or about June 2016 (“Alleged Data Breach”). You are receiving this notice because you are a “Settlement Class Member” who is entitled to benefits from a Class Action Settlement. **The easiest way to submit a claim under the settlement is online at [www.NBEOsettlement.com](http://www.NBEOsettlement.com).**

Under the terms of the Settlement, NBEO has agreed to establish a fund of \$3.25 million that will be used to pay for the following forms of relief: (1) reimbursement for Out-of-Pocket Losses fairly traceable to the Alleged Data Breach up to \$7,500 per individual; (2) reimbursement for time spent remedying issues relating to the Alleged Data Breach up to \$1,000 per individual; (3) three years of free, three-bureau credit monitoring through Identity Guard; and (4) access to Identity Restoration Resolution services for all class members. As part of the Settlement, NBEO has also agreed to upgrade its data security practices. 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. The Settlement relief includes:

- **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 Alleged Data Breach, up to \$7,500 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 Alleged Data Breach for up to 40 hours at \$25 per hour (“Attested Time”).
- **Three-Bureau Credit Monitoring Services:** All Settlement Class Members are eligible to enroll in three (3) years of Identity Guard’s “Total Plan” Credit Monitoring Services at no cost, regardless of whether you submit a claim for Out-of-Pocket Losses or Attested Time. These services retail for nearly \$720 per individual and include daily credit monitoring of your credit file at Experian, Equifax, and TransUnion, a \$1 million identity theft insurance policy; identity restoration services; and additional features discussed below (“Credit Monitoring Services”).
- **Identity Restoration and Fraud Resolution 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 three (3) years (“Identity Restoration Services”).
- **NBEO Business Practice Changes:** NBEO has agreed to upgrade its data security practices, including retaining an independent security firm to conduct a written risk assessment of NBEO’s data security, encrypting exam-takers’ personal information, and no longer storing full nine-digit Social Security numbers in its electronic databases.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		<b>DEADLINE</b>
<b>File a claim for Out-of-Pocket Losses or Attested Time</b>	<p>You must submit a claim in order to receive reimbursement for Out-of-Pocket Losses and/or loss of time. You may claim Out-of-Pocket Losses, Attested Time, and Credit Monitoring Services under the Settlement.</p> <p>For more detailed information, see Questions 7-9.</p>	<b>July 8, 2019</b>
<b>File a claim for Credit Monitoring Services</b>	<p>You must submit a claim in order to receive the Credit Monitoring Services offered under the Settlement.</p> <p>For more detailed information, see Question 8.</p>	<b>July 8, 2019</b>
<b>Access Identity Restoration Services</b>	<p>You may 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 Question 9.</p>	No deadline
<b>Exclude yourself</b>	<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 NBEO for claims related to the Alleged Data Breach. If you opt-out, you may not make a claim for benefits under the Settlement.</p> <p>For more detailed information, see Question 18.</p>	<b>May 8, 2019</b>
<b>Object or comment on the Settlement</b>	<p>You may object to the Settlement by writing to the Settlement Administrator and explaining why you do not 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 <a href="http://www.NBEOsettlement.com">www.NBEOsettlement.com</a>.</p> <p>For more detailed information, see Question 19.</p>	<b>May 8, 2019</b>
<b>Do nothing</b>	<p>If you do nothing, you will not be eligible to receive reimbursement for Out-Of-Pocket Losses or Attested Time or enroll in Credit Monitoring Services. You will be eligible to access Identity Restoration Services through Identity Guard. If the Settlement becomes final, you will give up your rights to sue NBEO separately relating to the Alleged Data Breach.</p>	No deadline

## What this Notice Contains

BASIC INFORMATION AND OVERVIEW .....	3
1. Why did I get this Notice? .....	3
2. What is this lawsuit about? .....	3
3. Why is this a class action? .....	4
4. Why is there a Settlement?.....	4
WHO IS PART OF THE SETTLEMENT .....	4
5. How do I know if I am part of the Settlement?.....	4
THE SETTLEMENT BENEFITS.....	4
6. What does the Settlement provide?.....	4
7. How will the Settlement compensate me for identity theft and fraud I have already suffered or expenses I have already paid to protect myself? .....	5
8. How will the Settlement help protect me against future identity theft and fraud?.....	5
9. How will the Settlement help me deal with identity theft or fraud if it happens?.....	6
10. Will the Settlement help protect information stored by NBEO from a future Data Breach?.....	6
11. What happens if there are leftover Settlement Funds?.....	6
HOW TO GET SETTLEMENT BENEFITS .....	7
12. How do I file a claim for Credit Monitoring Services or Out-of-Pocket Losses?.....	7
13. When and how will I receive the benefits I claim from the Settlement?.....	7
LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT.....	8
14. What am I giving up to stay in the Settlement Class? .....	8
THE LAWYERS REPRESENTING YOU .....	8
15. Do I have a lawyer in the case? .....	8
16. How will these lawyers be paid? .....	8
17. Will the Class Representatives receive any additional money? .....	8
EXCLUDING YOURSELF FROM THE SETTLEMENT .....	9
18. How do I exclude myself from the Settlement? .....	9
OBJECTING OR COMMENTING ON THE SETTLEMENT .....	9
19. How do I tell the Court that I like or do not like the Settlement?.....	9
GETTING MORE INFORMATION .....	10
20. Where can I get more information?.....	10

## **BASIC INFORMATION AND OVERVIEW**

### **1. WHY DID I GET THIS NOTICE?**

You received this Notice because NBEO’s records reflect that your information was in its databases at the time of the Alleged Data Breach. 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?**

Plaintiffs allege that in the summer of 2016, optometrists from around the country began to notice that fraudulent accounts were being applied for using their names and Social Security numbers. Other forms of fraud also occurred. The potential breach was widely reported within the optometric community. The optometrists determined that the only common source amongst them and to which they had all given their personal information was the NBEO, where every graduating optometry student has to submit his or her personal information to sit for board exams.

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Thereafter, three Class Action Lawsuits were filed in the United States District Court for the District of Maryland by individuals affected by the Alleged Data Breach. The judge overseeing the cases is the Honorable James K. Bredar. The Court consolidated the cases to proceed together under the caption *Hutton v. National Board of Examiners in Optometry, Inc.*, No. 16-cv-03025-JKB. The individuals who sued are called the “Plaintiffs.” NBEO is the “Defendant.” The most recent version of the lawsuit, which describes the specific legal claims alleged by the Plaintiffs, is available at [www.NBEOsettlement.com](http://www.NBEOsettlement.com).

### **3. WHY IS THIS A CLASS ACTION?**

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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 Alleged Data Breach, except for those individuals who timely exclude themselves from the Settlement Class.

### **4. WHY IS THERE A SETTLEMENT?**

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The Court has not decided in favor of Plaintiffs or NBEO. 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 15) 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?**

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You are a member of the Settlement Class if your personal information was stored in NBEO’s systems as of November 15, 2018 or you received this Settlement notice stating that you are a Class Member.

Excluded from the Settlement are:

- NBEO and its officers, directors, legal representatives, successors, subsidiaries, and assigns;
- The presiding judge and any judicial staff or immediate family members; and
- Any Class Member who excludes himself or herself from the Settlement (see Question 18).

**If you are not sure whether you are included in the Settlement class, call 1-877-451-2127.**

## **THE SETTLEMENT BENEFITS**

### **6. WHAT DOES THE SETTLEMENT PROVIDE?**

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The Settlement requires NBEO to fund a cash Settlement Fund of \$3,250,000 that will be used to provide the following benefits:

- Cash reimbursement for Out-of-Pocket Losses fairly traceable to the Alleged Data Breach (see Question 7);
- Cash reimbursement for Attested Time spent remedying issues related to the Alleged Data Breach (see Question 7);
- Free Credit Monitoring Services (see Question 8);
- Free Identity Restoration Services (see Question 9);
- Attorneys’ fees and expenses as approved by the Court (see Question 16), service awards for the Class Representatives as approved by the Court (see Question 17), and the costs of notifying the class and administering the Settlement.

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NBEO has also agreed to significantly upgrade its data security practices (see Question 10).

## **7. HOW WILL THE SETTLEMENT COMPENSATE ME FOR IDENTITY THEFT AND FRAUD I HAVE ALREADY SUFFERED OR EXPENSES I HAVE ALREADY PAID TO PROTECT MYSELF?**

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**Settlement Benefit: Reimbursement for Out-of-Pocket Losses:** If you spent money to address fraud or identity theft that you believe was fairly traceable to the Alleged Data Breach, or to protect yourself from future harm, then you can submit a claim for reimbursement up to \$7,500. Out-of-Pocket Losses that are eligible for reimbursement through the Settlement may include, without limitation, the following costs related to the Alleged Data Breach and incurred after June 1, 2016:

- 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 after June 1, 2016;
- Costs associated with freezing or unfreezing credit with any credit reporting agency.

This list provides examples only, and other losses or costs traceable to the Alleged Data Breach 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 **July 8, 2019** (this is the last day to file online and postmark is deadline for mailed claims).

**Settlement Benefit: Reimbursement for Attested Time:** If you spent time remedying issues related to the Alleged Data Breach, then you may also make a claim for reimbursement for up to 40 hours at \$25 per hour.

You may receive reimbursement for up to 20 hours at \$25 per hour with an attestation and a brief description of (i) the actions taken in response to the Alleged Data Breach and (ii) the time associated with each action. Claims for reimbursement for more than 20 hours require an attestation and the submission of either documentation or a detailed description establishing how this time was expended and why it was necessary. Documentation may include handwritten notes or a detailed explanation of the time spent remedying issues related to the Alleged Data Breach. Claims for Attested Time are capped at \$1,000 per individual but may be combined with reimbursement for Out-of-Pocket Losses subject to an individual aggregate cap of \$7,500.

If the number of claims exceeds the amount remaining in the Settlement Fund after the cost of notice and settlement administration is paid, and any amounts awarded to Class Counsel for Attorneys' Fees and Expenses and to the Class Representatives for Service Awards are paid, payments will be reduced and distributed on a proportional basis.

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 **July 8, 2019**.

## **8. HOW WILL THE SETTLEMENT HELP PROTECT ME AGAINST FUTURE IDENTITY THEFT AND FRAUD?**

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**Settlement Benefit: Free Three-Bureau Credit Monitoring Services:** The Settlement provides a way to protect yourself from unauthorized use of your personal information. Settlement Class Members are encouraged to submit a claim to enroll in three (3) years of Identity Guard's "IG Total Plan" Credit Monitoring Services at no cost. These services retail for nearly \$720 per individual and include the following features:

- Three-bureau credit monitoring providing notice of changes to the consumer's credit profile with Equifax, Experian, and TransUnion;

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- Up to \$1 million dollars reimbursement insurance from AIG covering losses due to identity theft or fraud;
- Real time instant authentication alerts when someone attempts to make a change to the consumer’s personal account information within Identity Guard’s network;
- LexisNexis Authentication Alerts utilizing LexisNexis’ database of legal, governmental and newsworthy incidents (for example, the system searches payday-loan providers and court records, and also monitors the top ten largest U.S. financial institutions, for attempted or actual fraudulent use of the user’s information);
- Dark Web Monitoring providing notification if the consumer’s information such as Social Security number, credit card numbers, financial account numbers, and health insurance number are found on the Dark Web;
- Threat Alerts powered by IBM “Watson” providing proactive alerts about potential threats relevant to the consumer found by IBM Watson’s artificial intelligence, for instance: breaches, phishing scams, and malware vulnerabilities;
- Customer support and victim assistance provided by Identity Guard;
- Anti-phishing and safe Apps for iOS & Android Mobile devices; and
- Safe browsing software for PC & Mac to help protect the consumer’s computer against malicious content.

If you submit a valid claim form and elect to enroll in Credit Monitoring Services, you will receive enrollment instructions by e-mail shortly after final approval of the Settlement. You may make a claim for both reimbursement for Out-of-Pocket Losses and/or Attested Time and Credit Monitoring Services.

## **9. HOW WILL THE SETTLEMENT HELP ME DEAL WITH IDENTITY THEFT OR FRAUD IF IT HAPPENS?**

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**Settlement Benefit: Free Identity Restoration Services:** All Settlement Class Members will receive access to Identity Restoration Services through Identity Guard after the Settlement becomes final. Fraud Resolution Specialists will be available by telephone, e-mail, and mail to help you with important but often time-consuming tasks such as placing fraud alerts with the credit bureaus, disputing inaccurate information on your credit reports, scheduling calls with creditors and other service providers, and working with law enforcement and government agencies to dispute fraudulent information.

All Settlement Class Members may access Identity Resolution Services after the Settlement becomes final, even if you never make a claim from this Settlement, by going to [www.NBEOsettlement.com](http://www.NBEOsettlement.com), or calling toll free number 1-877-451-2127 and requesting your enrollment number from the Settlement Administrator.

## **10. WILL THE SETTLEMENT HELP PROTECT INFORMATION STORED BY NBEO FROM A FUTURE DATA BREACH?**

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**Settlement Benefit: Data Security Practice Changes and Commitments by NBEO:**

NBEO will implement security practices to help protect the personal information of its exam-takers. This includes retaining and paying for an independent security firm to conduct a confidential written risk assessment that NBEO will use to design and implement reasonable safeguards to manage any risks identified. In addition, NBEO has agreed to implement automated vulnerability scanning tools and to address discovered vulnerabilities, to encrypt all personal information stored in its databases and to implement firewall protection for such personal information.

NBEO has also agreed to limit access privileges to its employees and to permit remote access only where appropriate, to implement best practices in password policies, to educate and train its employees in data security awareness, and to require all third-party vendors engaged for purposes of data storage, retention, or security to adopt the same data security practices as NBEO. NBEO has agreed to implement at least these practices for a period of three years from the date the Settlement goes into effect. In addition, NBEO has agreed to no longer store full nine-digit Social Security numbers in its electronic databases.

## **11. WHAT HAPPENS IF THERE ARE LEFTOVER SETTLEMENT FUNDS?**

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Questions? Go to [www.NBEOsettlement.com](http://www.NBEOsettlement.com) or call 1-877-451-2127

If payments for Attested Time and Out-of-Pocket Losses do not exhaust the Settlement Fund, then there will be an additional 6-month claims period during which Settlement Class Members can submit claims for reimbursement of Out-of-Pocket Losses incurred after the Claims Deadline (the “Tail Period”). To make claims during the Tail Period, Settlement Class Members must have elected to enroll in Credit Monitoring Services during the Initial Claims Period. Claims approved during the Tail Period will be paid on a first-come-first-serve basis until the Settlement Fund is exhausted or the Tail Deadline, whichever occurs first.

If payments made during the Tail Period do not exhaust the Settlement Fund, then any remaining funds will be distributed evenly to Settlement Class Members who submitted approved claims for Out-of-Pocket Losses and/or Attested Time during the initial Claims Period and deposited or cashed their cash benefit check on or before the Tail Deadline. Residual payments made to Settlement Class Members are subject to the individual aggregate cap of \$7,500. If these payments do not exhaust the Settlement Fund, then any remaining funds will be distributed evenly to Settlement Class Members who elected to enroll in Credit Monitoring Services during the initial Claim Period, but did not submit approved claims for Out-of-Pocket Losses and/or Attested Time. No Settlement Funds will revert back to NBEO.

## **HOW TO GET SETTLEMENT BENEFITS**

### **12. HOW DO I FILE A CLAIM FOR CREDIT MONITORING SERVICES OR OUT-OF-POCKET LOSSES?**

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To obtain Credit Monitoring Services or to file a claim for reimbursement for Attested Time or Out-of-Pocket Losses fairly traceable to the Alleged Data Breach, 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.NBEOsettlement.com](http://www.NBEOsettlement.com). This is the quickest way to file a claim.
- (2) **File by Mail:** Alternatively, you may simply send back the claim form included with this Notice, fill it out, 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.NBEOsettlement.com](http://www.NBEOsettlement.com)), or ask the Settlement Administrator to mail a claim form to you by calling 1-877-451-2127. Fill out your Claim Form, and mail it (including postage) to: Hutton v. National Board of Examiners in Optometry, Inc., c/o Settlement Administrator, P.O. Box 58153, Philadelphia, PA 19102-8153.

The deadline to file a claim is **July 8, 2019** (this is the last day to file online and postmark deadline for mailed claims). Note that to fill out and submit a Claim Form after the Claims Deadline, you will need to access and submit the post-deadline Claim Form online at [www.NBEOsettlement.com](http://www.NBEOsettlement.com); or contact the Settlement Administrator and request a hard copy of the post-deadline Claim Form that can be filled out and returned by mail.

### **13. WHEN AND HOW WILL I RECEIVE THE BENEFITS I CLAIM FROM THE SETTLEMENT?**

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Credit Monitoring Services claimed by Settlement Class Members will begin, and payments for valid claims will be made, after the Court enters a final judgment and the Settlement becomes final. This process may take several months or more, please be patient. Once there is a final judgment, it will be posted on the Settlement Administrator’s website.

If you make a valid claim for Credit Monitoring Services, the Settlement Administrator will send you information on how to activate your credit monitoring. The Settlement Administrator will provide you with an activation code that you will use at the Identity Guard website to activate your Credit Monitoring Services.

Checks for valid claims for Out-of-Pocket Losses and Attested Time will be mailed by the Settlement Administrator to the mailing address that you provide.

## **LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT**

### **14. 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 relating to the Alleged Data Breach against NBEO when the Settlement becomes final. By releasing your legal claims, you are giving up the right to file separate lawsuits against, or seek further compensation from NBEO for any harm related to the Alleged Data Breach—whether or not you are currently aware of those claims.

Unless you exclude yourself from the Settlement (see Question 18), all of the decisions by the Court will bind you. That means you will be bound to the terms of the Settlement, and accompanying court ruling, and cannot bring a lawsuit, or be part of another lawsuit against NBEO regarding the Alleged Data Breach.

Paragraphs 89-90 of the Settlement Agreement define the claims that will be released by Settlement Class Members who do not exclude themselves from the Settlement. You can access the Settlement Agreement and read the specific details of the legal claims being released at [www.NBEOsettlement.com](http://www.NBEOsettlement.com).

If you have any questions, you can contact the Settlement Administrator (see Question 20).

## **THE LAWYERS REPRESENTING YOU**

### **15. DO I HAVE A LAWYER IN THE CASE?**

Yes. The Court appointed the following attorneys to represent you and other Settlement Class Members as “Class Counsel.”

Norman E. Siegel  
Austin Moore  
**STUEVE SIEGEL HANSON LLP**  
460 Nichols Road, Suite 200  
Kansas City, MO 64112  
816-714-7100

You will not be charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you have questions about making a claim, please contact the Settlement Administrator (see Question 20).

### **16. HOW WILL THESE LAWYERS BE PAID?**

Class Counsel has undertaken this case on a contingency-fee basis, and has not been paid any money in relation to their work on this case. Accordingly, Class Counsel will ask the Court to award them Attorneys’ Fees of up to thirty percent (30%) of the Settlement Fund, and reimbursement for costs and expenses up to \$125,000 to be paid from the Settlement Fund. The Court will decide the amount of fees and costs and expenses to be paid. You will not have to separately pay any portion of these fees yourself. Class Counsel’s request for Attorneys’ Fees and costs (which must be approved by the Court) will be filed by April 17, 2019 and will be available to view on the Settlement website at [www.NBEOsettlement.com](http://www.NBEOsettlement.com).

### **17. WILL THE CLASS REPRESENTATIVES RECEIVE ANY ADDITIONAL MONEY?**

The class representatives in this action are Rhonda Hutton, Tawny Kaeochinda, Nicole Mizrahi, Brenda Liang, Jessica Olendorff, Kristine Ferguson, Julie Wolf, Camilla Dunn, Mark Garin, Natalie West, Andrea Robinson, Priscilla Pappas-Walker, and Lauren Nelson. Class Counsel will ask the Court to award these individuals “service awards” of \$2,000 each for the time that they spent, and the risks that they undertook, in bringing this lawsuit on behalf of the class. This amount is also subject to Court approval. Any amount approved by the Court will be paid from the Settlement Fund.

Questions? Go to [www.NBEOsettlement.com](http://www.NBEOsettlement.com) or call 1-877-451-2127



## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **18. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?**

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If you are a member of the Settlement Class 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 a Settlement Payment.

If you decide on this option, you may keep any rights you have, if any, against NBEO and you may file your own suit against NBEO 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 the extent of your rights.

**IMPORTANT:** You will be bound by the terms of the Settlement Agreement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement, you must mail a request for exclusion postmarked no later than **May 8, 2019**, to:

**Attn: Exclusion  
Hutton v. National Board of Examiners in Optometry  
c/o Settlement Administrator  
P.O. Box 58153  
Philadelphia, PA 19102-8153**

This statement must contain the following information:

- (1) The name of this proceeding (Hutton v. National Board of Examiners in Optometry, Inc., No. 16-cv-03025-JKB or similar identifying words such as “NBEO Alleged Data Breach Lawsuit”);
- (2) Your full name;
- (3) Your current address;
- (4) 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
- (5) 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**

### **19. HOW DO I TELL THE COURT THAT I LIKE OR DO NOT LIKE THE SETTLEMENT?**

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If you are a Settlement Class Member, you have the right to tell the Court what you think of the Settlement. You can object to the Settlement if you do not think it is fair, reasonable, or adequate, and you can give reasons why you think the Court should not approve it. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. The Court will consider your views.

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

- (1) The name of this proceeding (Hutton v. National Board of Examiners in Optometry, Inc., No. 16-cv-03025-JKB or similar identifying words such as “NBEO Data Breach Lawsuit”);
- (2) Your full name, current address, and telephone number;

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- (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 the objector, to a specific subset of the class, or to the entire class;
- (5) The identity of any attorneys representing you with respect to the objection;
- (6) A statement regarding whether you or your attorney intends 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 **May 8, 2019**, to the following address:

**Attn: Objections**  
**Hutton v. National Board of Examiners in Optometry**  
**c/o Settlement Administrator**  
**P.O. Box 58153**  
**Philadelphia, PA 19102-8153**

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 any concerns or objections from Settlement Class Members regarding the fairness, adequacy, and reasonableness of the terms of the Settlement Agreement. That hearing will take place on July 12, 2019 at 10:00 a.m. before the Honorable James K. Bredar, at the United States District Court for the District of Maryland at **101 West Lombard Street, Baltimore, Maryland 21201**. This hearing date and time may be moved. Please refer to the Settlement Website for notice of any changes.

If you have an objection to Class Counsel's motion for an award of Attorneys' Fees and costs and expenses, and/or their request for "service awards" to the Class Representatives, you must submit to the Settlement Administrator a written statement stating with specificity the grounds of your objection, signed by you or your attorney, along with any supporting papers that you wish the Court to consider. The written objection must be postmarked by **May 8, 2019**. Should you wish to review the motion, it will be filed by and will be available to view on the Settlement Website on **April 18, 2019**.

## **GETTING MORE INFORMATION**

### **20. WHERE CAN I GET MORE INFORMATION?**

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If you have questions about this Notice or the Settlement, or if you did not receive this Notice by mail or e-mail and believe that you are or may be a member of the Class, you should contact the Settlement Administrator at **Hutton v. National Board of Examiners in Optometry, Inc., c/o Settlement Administrator, P.O. Box 58153, Philadelphia, PA 19102-8153**, for more information or to request that a copy of this Notice be sent to you in the mail. You may also view the Notice on the Settlement Website at **[www.NBEOsettlement.com](http://www.NBEOsettlement.com)**. If you wish to communicate directly with Class Counsel, you may contact them (contact information noted above in Question 15). You may also seek advice and guidance from your own private attorney at your own expense, if you wish to do so.

This Notice is only a summary of the lawsuit and the Settlement Agreement. Other related documents can be accessed through the Settlement Website. If you have questions about the proposed Settlement, or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact Class Counsel. 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.*

Questions? Go to **[www.NBEOsettlement.com](http://www.NBEOsettlement.com)** or call 1-877-451-2127