

## **Notice of Dominion National Security Incident Class Action Settlement**

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.  
Please read this Notice carefully and completely.*

### **THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

- A Settlement Agreement has been reached in a class action lawsuit against Dominion Dental USA, Inc., Dominion Dental Services USA, Inc., Dominion National Insurance Company, Dominion Dental Services of New Jersey, Inc., and Dominion Dental Services, Inc. (collectively “Dominion National”) and Avalon Insurance Company, Capital Advantage Insurance, Capital BlueCross, and Providence Health Plan (collectively “Defendants”), arising out of the security incident that Dominion National announced on June 21, 2019, wherein Dominion National’s computer network system was the target of an external unauthorized cyberattack that began on or around August 25, 2010 (the “Security Incident”).
- If you received a notice from or on behalf of Dominion National about the Security Incident, you are included in this Settlement as a “Class Member.”
- Under the Settlement, Dominion National has agreed to compensate certain losses arising from the Security Incident:
- **Reimbursement for Lost Time:** Receive cash payments for lost time spent responding to the Security Incident, up to five (5) hours of lost time, at \$20/hour (up to \$100), if at least one full hour was spent dealing with the Security Incident. You may receive compensation by submitting a certification describing the time you spent.
- **Reimbursement for Ordinary Losses:** Receive cash payments for ordinary losses incurred responding to the Security Incident, up to \$300 per person, upon submission of a claim and supporting documentation for (a) out of pocket expenses incurred as a result of the Security Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on amount of data used), postage, or gasoline for local travel; and (b) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between August 14, 2019 and July 19, 2021.
- **Reimbursement for Extraordinary Losses:** Receive cash payments for extraordinary losses incurred responding to the Security Incident, up to \$7,500 per person for proven monetary loss, if (a) the loss is an actual, documented, and unreimbursed (except from the claimant’s insurer) monetary loss; (b) the loss was fairly and reasonably traceable to the Security Incident; (c) the loss occurred between August 25, 2010 and January 15, 2022; (d) the loss is not already covered by one or more of the normal reimbursement categories; and (e) the loss exceeds all available credit monitoring insurance and identity theft insurance provided to the claimant by Dominion National. Dominion National’s aggregate compensation shall be capped at \$2 million.
- If qualifying claims exceed \$2 million in losses, compensation will be reduced pro rata. In addition, Dominion National has agreed to provide additional security measures with an approximated value of \$2,679,500. Dominion National will also pay the costs of the settlement administration, court-approved attorneys’ fees and expenses, and service awards for named Plaintiffs.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

### **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b>FILE A CLAIM FORM</b> <b>EARLIEST DEADLINE:</b> <b>JANUARY 15, 2022</b>	Submitting a Claim Form is the only way that you can receive any of the benefits provided by this Settlement, including reimbursement of Out-of-Pocket Losses of money, expenses incurred, and/or time spent addressing, or reimbursement for extraordinary losses fairly and reasonably traceable to the Security Incident.  If you submit a Claim Form, you will give up the right to sue the Defendants and certain related parties in a separate lawsuit about the legal claims this Settlement resolves.
<b>EXCLUDE YOURSELF FROM THIS SETTLEMENT</b> <b>DEADLINE: OCTOBER 2, 2021</b>	This is the only option that allows you to be part of another lawsuit against the Defendants, or certain related parties, for the claims this Settlement resolves.  If you exclude yourself, you will give up the right to receive any benefits from this Settlement.

**This Settlement affects your legal rights even if you do nothing.**  
Questions? Go to [www.DominionDentalSettlement.com](http://www.DominionDentalSettlement.com) or call 1-833-771-1363.  
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<b>OBJECT TO OR COMMENT ON THE SETTLEMENT</b> <b>DEADLINE: OCTOBER 2, 2021</b>	You may object to the Settlement by writing to the Court and informing the Court why you don't think the Settlement or the requested attorney's fees and expenses should be approved. You also may write the Court to provide comments or reasons why you support the Settlement. If you file an objection to the Settlement, you must also serve a copy on the claim administrator at <i>Dominion National Security Incident Settlement</i> , Attn: Objections, P.O. Box 58220, Philadelphia, PA 19102.
<b>GO TO THE FINAL FAIRNESS HEARING</b> <b>DATE: NOVEMBER 19, 2021</b>	You can attend the Final Fairness Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Fairness Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Fairness Hearing.
<b>DO NOTHING</b>	If you do nothing, you will not receive any of the Settlement benefits and you will give up your rights to sue Defendants and certain related parties for the claims this Settlement resolves.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement and the requested attorneys' fees and expenses. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

## BASIC INFORMATION

### 1. Why did I get this Notice?

You received this Notice because you were previously notified that your personal information may have been accessed in a data security incident publicly announced by Dominion National on June 21, 2019. A federal court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Honorable Leonie M. Brinkema of the United States District Court for the Eastern District of Virginia is overseeing this class action. The case is known as *Abubaker v. Dominion Dental USA, Inc.*, Case No 1:19-cv-01050-LMB (the "Action"). The people who filed this lawsuit are called the "Plaintiffs" and the companies they sued, Dominion Dental USA, Inc., Dominion Dental Services USA, Inc., Dominion National Insurance Company, Dominion Dental Services of New Jersey, Inc., and Dominion Dental Services, Inc., Avalon Insurance Company, Capital Advantage Insurance, Capital BlueCross, and Providence Health Plan, are called the "Defendants."

### 2. What is this lawsuit about?

On June 21, 2019, Dominion National announced that its computer network system was the target of an external unauthorized cyberattack. Dominion National's forensics investigation found that the cyberattack could have begun as early as August 25, 2010 (the "Security Incident"). Certain data that could have been accessed by the cyberattacker included personal information, including names, addresses, email addresses, birthdates, Social Security numbers, member identification numbers, group numbers, and subscriber numbers.

Plaintiffs claim that Defendants failed adequately to protect their personal information and that they were injured as a result. Defendants deny any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Defendants deny these and all other claims made in the Action. By entering into the Settlement, Defendants are not admitting that they did anything wrong.

### 3. Why is this a class action?

In a class action, one or more people called class representatives sue on behalf of all people who have similar claims. Together all of these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

### 4. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or Defendants. 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 Plaintiffs and the attorneys for the Class ("Class Counsel") believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by the Defendants.

**Questions? Go to [www.DominionDentalSettlement.com](http://www.DominionDentalSettlement.com) or call 1-833-771-1363.**  
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## WHO IS INCLUDED IN THE SETTLEMENT

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

If you received a postcard Notice or email Notice of this Settlement, you have been identified by the Settlement Administrator as a Class Member. More specifically, you are a Class Member, and you are affected by this Settlement, if your Personal Information was stored on Dominion National's computer network systems that may have been accessed in the Security Incident.

### 6. Are there exceptions to being included in the Settlement?

Yes, the Settlement does not include: the Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest and their current or former officers and directors; the Judge presiding over the Action, and members of her family; any individual who timely and validly requests to be excluded from the Settlement Class; and the successors and assigns of any such person.

### 7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement website at [www.DominionDentalSettlement.com](http://www.DominionDentalSettlement.com), or call the Settlement Administrator's toll-free number at 1-833-771-1363.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 8. What does the Settlement provide?

The Settlement will provide Class Members with the following benefits:

- Payments for reimbursement of Out-of-Pocket Losses and lost time; and
- Certain remedial measures and additional security measures that Dominion National will or has taken as a result of this Action.

### 9. Tell me more about the Reimbursements for Out-of-Pocket Losses and Lost Time.

If you spent money remedying or addressing identity theft and fraud as a result of the Security Incident, or you spent money to protect yourself from future harm because of the Security Incident, you may make a claim for reimbursement for Out-of-Pocket Losses of up to \$300 total for Ordinary Losses and Lost Time and up to \$7,500 for Extraordinary Losses.

#### Ordinary Losses

Ordinary Losses consist of: expenses incurred as a result of the Security Incident, including bank fees, long distance phone charges cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; fees for credit reports, credit monitoring, or other identity theft insurance products purchased between August 14, 2019 and July 19, 2021. Other examples of ordinary out-of-pocket losses include: late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs associated with purchasing credit reports, costs to place a freeze or alert on credit reports, and costs to replace a driver's license, state identification card or a social security number due to fraud plausibly traceable to the Security Incident. Other losses or costs plausibly traceable to the Security Incident may also be eligible for reimbursement with appropriate documentation.

#### Lost Time

If you spent time remedying or addressing issues related to the Security Incident, you may submit a claim for a payment of \$20 per hour for up to five hours of time (up to \$100) by submitting a Claim Form with a certification describing the time spent. This includes, for example, time spent taking actions intended to remedy fraud, identity theft, or other misuse of your Personal Information and time spent investigating whether your information had been compromised.

#### Extraordinary Losses

If you suffered additional losses beyond the Ordinary Losses provided for above, you may also submit a claim for extraordinary losses, up to \$7,500 for proven monetary losses. Extraordinary losses may be compensable if: (1) the loss is an actual, documented, and unreimbursed (except for the claimant's insurer) monetary loss; (2) the loss was fairly and reasonably traceable to the Security Incident; (3) the loss occurred between August 25, 2010 and January 15, 2022; (4) the loss is not already covered by one or more of the ordinary loss reimbursement categories; and (5) the loss exceeds all available credit monitoring insurance and identity theft insurance provided to you by Dominion National.

Claims for cash payments for Ordinary and Extraordinary Out-of-Pocket Losses must be supported by Reasonable Documentation, with the exception of claims for lost time, which must be supported by a detailed explanation of the time spent dealing with the Security

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Incident. Reasonable Documentation means written documents supporting your claim, such as credit card statements, bank statements, invoices, telephone records, and receipts. Individual cash payments may be reduced *pro rata* depending on the number of Class Members that participate in the Settlement and the amount of total claims reimbursable losses.

**10. Tell me more about the Defendants’ remedial measures and additional security measures.**

Dominion National has committed to providing additional security measures over two-years following final approval of the settlement with the primary purpose of improving and maintaining information protection. These measures include:

- Decommissioning certain compromised servers;
- Deploying and maintaining advanced malware protection software with monitoring and alerting capabilities to detect and prevent known threats;
- Hardening end points, including deployment of end point security and end point management with a network intrusion detection and prevent solution;
- Full disk encryption on all physical end points;
- Hardening all external facing ports and eliminating all insecure remote access protocols;
- Performing vulnerability scanning and maintain a vulnerability management program;
- Increased network monitoring and logging of monitored activity;
- Deploying segmentation and restricting access using whitelisting;
- Annual information security training for all associates and new employee orientation information security training for all new employees;
- Enhanced account and password security;
- Annual third-party security audits; and
- Maintaining an incident response readiness plan and annual penetration tests on its network systems exercising components of that plan

**11. What am I giving up to get a Settlement payment or stay in the Class?**

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court’s orders will apply to you and legally bind you. You won’t be able to sue, continue to sue, or be part of any other lawsuit against Defendants and related parties about the legal issues in this Action that are released by this Settlement. The specific rights you are giving up are called Released Claims (described in Question 12, below).

**12. What are the Released Claims?**

In exchange for the Settlement, Class Members agree to release all legal claims against the Defendants and their affiliates.

The release covers Defendants and their respective past or present parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as each of Defendants’ and these entities’ respective predecessors, successors, members, customers, providers, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions related to the Security Incident in the Litigation, (“Released Persons”) from any and all claims and causes of action including, without limitation, any causes of action for or under 18 U.S.C. § 2701 et seq., and all similar statutes in effect in any states in the United States as defined herein; the Fair Credit Reporting Act, and all similar statutes in effect in any states in the United States as defined herein; State Consumer Laws, as alleged in ¶ 214 of the Amended Complaint, and all similar statutes in effect in any states in the United States as defined herein; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by or on behalf of any Representative Plaintiffs or Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Security Incident, or the allegations, facts, or circumstances described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely and properly opted out of the Settlement Agreement and thus excluded themselves from the Settlement Class.

**Questions? Go to [www.DominionDentalSettlement.com](http://www.DominionDentalSettlement.com) or call 1-833-771-1363.**

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The Released Claims do not include claims against the cyber attackers who committed the acts involved in the Security Incident and persons or entities that intentionally misuse the Personal Information stolen in the Security Incident for unlawful purposes).

More information is provided in the Class Action Settlement Agreement and Release which is available at [www.DominionDentalSettlement.com](http://www.DominionDentalSettlement.com). If you have any questions regarding the Release, you may contact Class Counsel listed in Question 27.

## HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

### 13. How do I make a claim for Settlement Benefits?

You must complete and submit a Claim Form by January 15, 2022. Claim Forms may be submitted online at [www.DominionDentalSettlement.com](http://www.DominionDentalSettlement.com) or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling 1-833-771-1363 or by writing to *Dominion National Security Incident Settlement*, 1650 Arch Street, Suite 2210, Philadelphia, PA 19102. The quickest way to file a claim is online.

If you received a Notice by mail, use your Unique Identification Number to file your Claim Form. If you lost or do not know your Unique Identification Number, please call 1-833-771-1363 to obtain it.

You may access the Claim Form at [www.DominionDentalSettlement.com](http://www.DominionDentalSettlement.com).

### 14. How do I make a claim for reimbursement of my Out-of-Pocket Losses?

To file a claim for a payment of up to \$300 in Ordinary Out-of-Pocket Losses you must submit a valid Claim Form with supporting documentation. The Claim Form requires that you sign the attestation regarding the information you provided and that you include Supporting Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

To file a claim for cash payment of up to \$100 for Out-of-Pocket Losses for time spent remedying or addressing issues related to the Security Incident, you must submit a valid Claim Form electing to receive a payment for Out-of-Pocket Losses for time lost. The Claim Form requires that you sign the attestation regarding the information you provided.

To file a claim for a payment of up to \$7,500 in Extraordinary Losses you must submit a valid Claim Form with supporting documentation. The Claim Form requires that you sign the attestation regarding the information you provided and that you include Supporting Documentation to show that the loss is an actual, documented, and unreimbursed loss; that the loss was fairly and reasonably traceable to the Security Incident; that the loss occurred between August 25, 2010 and the Claims Deadline; that the loss is not already covered by one or more of the normal reimbursement categories; and that the loss exceeds all available credit monitoring insurance and identity theft insurance provided to the claimant by Dominion National.

Instructions for filling out a claim for Out-of-Pocket Losses and Extraordinary Losses are included on the Claim Form. You may access the Claim Form at [www.DominionDentalSettlement.com](http://www.DominionDentalSettlement.com).

The deadline to file a claim for Out-of-Pocket Losses is **January 15, 2022**.

### 15. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-833-771-1363 or by writing to:

*Dominion National Security Incident Settlement*  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19102

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

Checks for valid claims for Out-of-Pocket and Extraordinary Losses will be provided by the Settlement Administrator via mail after the Settlement is approved and becomes final. It may take longer than one year for the Settlement to be approved and become final. Please be patient and check [www.DominionDentalSettlement.com](http://www.DominionDentalSettlement.com) for updates.

Questions? Go to [www.DominionDentalSettlement.com](http://www.DominionDentalSettlement.com) or call 1-833-771-1363.

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## THE LAWYERS REPRESENTING YOU

### 17. Do I have a lawyer in this case?

Yes, the Court has appointed Kim D. Stephens and Jason T. Dennett of Tousley Brain Stephens PLLC, and Barrett Vahle of Stueve Siegel Hanson LLP, as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

### 18. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees and expenses in an amount up to \$1,075,000. They also will ask the Court to approve \$1,500 service awards to each of the named Plaintiffs for participating in this Action and for their efforts in achieving the Settlement. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees, expenses, and service awards will be made available on the Settlement website at [www.DominionDentalSettlement.com](http://www.DominionDentalSettlement.com) before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator, at 1-833-771-1363.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to sue or continue to sue the Defendants on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

### 19. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The written notice must clearly manifest your intent to be excluded from the Settlement Class. The Request for Exclusion must identify the case name *Abubaker v. Dominion Dental USA, Inc.*, U.S.D.C. Case No. 1:19-cv-01050-LMB and state the name, address, and telephone number of the Settlement Class Member(s) seeking exclusion and must be signed. To be effective, written notice must be submitted electronically on the Settlement Website or postmarked no later than **October 2, 2021** to:

*Dominion National Security Incident Settlement*

Attn: Exclusion Request

P.O. Box 58220

Philadelphia, PA 19102

You cannot exclude yourself by telephone or by e-mail.

### 20. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants and Released Persons (defined in the Settlement Agreement) for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against the Defendants or any of the Released Persons. If you have a pending lawsuit, speak to your lawyer in that case immediately.

## OBJECT TO OR COMMENT ON THE SETTLEMENT

### 21. How do I tell the Court that I do not like the Settlement or amount of attorneys' fees?

If you are a 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 based on your individual circumstances; the Court can only approve or deny the Settlement as it is presented. To object, you must mail a letter stating that you object to the Settlement in *Abubaker v. Dominion Dental USA, Inc. et al.*, Case No. 1:19-cv-01050-LMB. Your notice must include the following information: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of settlement notice, copy of original notice of the Security Incident) if available; (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector, if any; (v) the identity of all counsel representing the objector who will appear at the Final Fairness Hearing, if any; (vi) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection, if any; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; (viii) the objector's

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signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation), if any; (ix) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement within the last 3 years; (x) a list, by case name, court, and docket number, of all other cases in which the objector's counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last 3 years; and (xi) a list, by case name, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative.

Mail your objection to both addresses listed below postmarked by **October 2, 2021**:

Clerk of the Court  
United States District Court  
Eastern District of Virginia,  
Alexandria Division  
401 Courthouse Square  
Alexandria, VA 22314

*Dominion National Security Incident Settlement*  
Attn: Objections  
P.O. Box 58220  
Philadelphia, PA 19102

**22. What is the difference between objecting and requesting exclusion?**

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and expenses. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

**THE FINAL FAIRNESS HEARING**

**23. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Fairness Hearing on **November 19, 2021 at 10:00 a.m.** before the Honorable Leonie M. Brinkema, United States District Judge for the Eastern District of Oregon, Albert V. Bryan United States Courthouse, Room 700, 401 Courthouse Square, Alexandria, Virginia 22314.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement; Class Counsel's application for attorneys' fees, costs and expenses; and the service awards to the Plaintiffs. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing. 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.

**24. Do I have to come to the Final Fairness Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time the Court will consider it.

**25. May I speak at the Final Fairness Hearing?**

Yes. If you wish to attend and speak at the Final Fairness Hearing, you must indicate this in your written objection (see Question 21). Your objection must state that it is your intention to appear at the Final Fairness Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Fairness Hearing. If you plan to have your attorney speak for you at the Fairness Hearing, your objection must also include your attorney's name, address, and phone number.

**IF YOU DO NOTHING**

**26. What happens if I do nothing at all?**

If you are a Class Member and you do nothing, you will not receive any Settlement benefits. You will give up rights explained in Questions 11 and 12, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or any of the Released Persons about the legal issues in this Action that are released by the Settlement Agreement.

Questions? Go to [www.DominionDentalSettlement.com](http://www.DominionDentalSettlement.com) or call 1-833-771-1363.  
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## GETTING MORE INFORMATION

### 27. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.DominionDentalSettlement.com](http://www.DominionDentalSettlement.com), by calling 1-833-771-1363 or by writing to *Dominion National Incident Settlement*, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Eastern District of Virginia or reviewing the Court's online docket.

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.  
THE COURT CANNOT ANSWER ANY QUESTIONS.**

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