

EXHIBIT C

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If You Were Notified Of A Data Incident Involving BioPlus Specialty Pharmacy Services, LLC In 2021, You May Be Eligible For Benefits From A Class Action Settlement.

This is not a solicitation from a lawyer, junk mail, or an advertisement. A court authorized this Notice.

- A proposed Settlement has been reached in a class action lawsuit, titled *Gilbert et al. v. BioPlus Specialty Pharmacy Services, LLC*, 6:21-cv-02158-RBD-DCI (“Lawsuit”), filed in the United States District Court for the Middle District of Florida.
- This Lawsuit arises out of a cybersecurity incident involving BioPlus that occurred between October 25, 2021 and November 11, 2021 (the “Data Incident”). Plaintiffs allege that the Data Incident resulted in unauthorized access by a third party to data stored on BioPlus’s network, and that this included the personally identifiable information (“PII”) and protected health information (“PHI”) of BioPlus’s current and former patients. BioPlus disagrees with Plaintiffs’ claims and denies any wrongdoing.
- The Settlement Class consists of two groups – those who were notified that their Social Security numbers were potentially accessed in the Data Incident (“SSN Class Members”), and those who were notified that their Social Security numbers were not involved in the Data Incident (“Non-SSN Class Members”). The available Settlement benefits depend upon which group you are in.
- **SSN Class Members** may submit a claim for the following benefits from the Settlement: (1) \$50 cash payment, adjusted up or down depending upon the number of claims approved, *and* (2) reimbursement for up to \$7,500 for (a) documented out-of-pocket expenses, and (b) up to three (3) hours of lost time spent dealing with the Data Incident (at \$25 per hour). You must submit a Claim Form to receive these benefits.
- **Non-SSN Class Members** may submit a claim for reimbursement for up to \$750 for (a) documented out-of-pocket expenses and (b) reimbursement for up to two (2) hours of lost time spent dealing with the Data Incident (at \$25 per hour). You must submit a Claim Form to receive these benefits.
- You are included in this Settlement as a Settlement Class Member if you were notified that your PII/PHI may have been impacted in the Data Incident.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.
- The Court in charge of this case must still decide whether to approve the Settlement, including Class Counsel’s request for attorneys’ fees and expense reimbursement. No Settlement benefits will be provided until the Court approves the Settlement and it becomes final.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Submit a Claim Form	You must submit a valid Claim Form to receive Settlement benefits. Claim Forms must be submitted online by [INSERT DATE] or, if mailed, postmarked no later than [INSERT DATE].
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue and you will not get any money.
Exclude Yourself	Get out of the Settlement. Get no money. Keep your rights. This is the only option that allows you to keep your right to sue about the claims in this Lawsuit. You will not receive any Settlement benefits from the Settlement. Your request to exclude yourself must be postmarked no later than [INSERT DATE].
File an Objection	Stay in the Settlement but tell the Court why you think the Settlement or Class Counsel’s request for attorneys’ fees should not be approved. Objections must be postmarked no later than [INSERT DATE]. You will still be bound by the Settlement if the Court approves it.
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details. The Final Fairness Hearing is scheduled for [INSERT DATE].

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BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if you were notified that your personal information may have been impacted by the Data Incident.

The Settlement Class specifically excludes: (i) BioPlus and its respective officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge and/or magistrate assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *Gilbert et al. v. BioPlus Specialty Pharmacy Services, LLC*, No. 6:21-cv-02158-RBD-DCI, filed in the United States District Court for the Middle District of Florida. The judge is the Honorable Roy Dalton, Jr. The persons who sued are called the “Plaintiffs” and the company they sued, BioPlus Specialty Pharmacy Services, LLC, is known as the “Defendant” in this case. BioPlus will be called “Defendant” in this Notice.

Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of anyone whose PII or PHI was potentially impacted as a result of the Data Incident. This lawsuit arises from a cybersecurity incident occurring between October 25, 2021 and November 11, 2021. On November 11, 2021, BioPlus, a specialty pharmacy, detected suspicious activity on its IT network; it immediately responded by isolating and securing its systems. BioPlus investigated the incident and determined that a criminal actor had gained access to its network, possibly including access to files containing certain patient information.

Plaintiffs allege that as a result of the Data Incident, the cybercriminals gained access to Plaintiffs’ and the Settlement Class Members’ PII and PHI, which may have included patient names, addresses, dates of birth, Social Security numbers, medical record numbers, current/former member ID numbers, claims information, diagnoses and/or prescription information.

After BioPlus investigated the Data Incident, those persons whose PII and PHI may have been impacted by the Data Incident were notified on or about December 10, 2021. Subsequently, this lawsuit and others ultimately consolidated with this lawsuit were filed asserting claims against Defendant relating to the Data Incident.

Defendant denies any wrongdoing or liability, and no court or other entity has made any judgment or other determination of any wrongdoing, or that any law has been violated. Defendant denies these and all other claims made in the Litigation. By entering into the Settlement, Defendant is not admitting any wrongdoing.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Class Representatives, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests for Settlement Class Members. The Court did not decide in favor of the Plaintiffs or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [INSERT].

4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

5. How do I know if I am included in the Settlement?

You are included in the Settlement if you were notified of the Data Incident. This Settlement is not open to the general public. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [INSERT], call toll free [INSERT], or write to [INSERT].

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

This Settlement includes two separate groups. The Settlement provides for up to \$1,175,000 in benefits for the Non-SSN Class Members, and a \$1,025,000 non-reversionary common fund for the SSN Class Members. The total potential value of this Settlement is capped at \$2,200,000.

The proposed Settlement will provide the following benefits to Settlement Class Members:

SSN Settlement Fund: The SSN Class Members may submit a Claim for SSN Settlement Fund benefits on or before the Claims Deadline. These benefits include:

\$50 Pro-Rata Cash Payment: SSN Class Members may submit a Claim for a \$50 cash payment. The Settlement Administrator will make pro rata settlement payments, which may increase or decrease the \$50 Cash Payment, subject to the total amount of the SSN Settlement Fund.

Lost-Time Claims: SSN Class Members may submit a Claim for up to three (3) hours of time spent remedying issues related to the Data Incident at \$25 per hour if the Settlement Class Member (1) attests that any claimed lost time was spent related to and arising out of the Data Incident, and (2) provides a brief general description of how the claimed lost time was spent. No documentation need be submitted in connection with Lost-Time Claims. Claims for Lost-Time are included in the \$7,500 individual cap on out-of-pocket expense reimbursement.

Out-of-Pocket Expense Claims: Common-Fund Settlement Class Members may submit a Claim for reimbursement of up to \$7,500 in documented out-of-pocket losses reasonably and fairly traceable to the Data Incident. Out-of-Pocket-Expense Claims can include, without limitation, (i) unreimbursed losses relating to fraud or identity theft; (ii) professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; (iii) costs associated with freezing or unfreezing credit with any credit reporting agency; (iv) credit monitoring costs that were incurred on or after October 25, 2021 that the claimant attests under penalty of perjury were caused or otherwise incurred as a result of the Data Incident, through the date of claim submission; (v) and miscellaneous expenses such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges.

SSN Class Members with Out-of-Pocket-Expense Claims must submit documentation and attestation supporting their claims. This may include receipts or other documentation, not "self-prepared" by the claimant, that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.

Out-of-Pocket Expense Claims must include an attestation that the monetary losses were caused or otherwise incurred as a result of the Data Incident and were not incurred due to some other event or reason.

Non-SSN Settlement Fund: Non-SSN Class Members may submit a Claim on or before the Claims Deadline for benefits from the Non-SSN Settlement Fund. These Benefits include:

Lost-Time Claims: Non-SSN Class Members may submit a Claim for up to two (2) hours of time spent related to the Data Incident at \$25 per hour if the Settlement Class Member (1) attests that any claimed lost time was spent related to and arising out of the Data Incident, and (2) provides a brief general description of how the claimed lost time was spent. No documentation need be submitted in connection with Lost-Time Claims. Claims for Lost-Time are included in the \$750 individual cap on out-of-pocket expense reimbursement.

Out-of-Pocket Expense Claims: Non-SSN Class Members may submit a Claim for reimbursement of up to \$750 in documented out-of-pocket losses reasonably and fairly traceable to the Data Incident. Out-of-Pocket-Expense Claims can include, without limitation, (i) unreimbursed losses relating to fraud or identity theft; (ii) professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; (iii) costs associated with freezing or unfreezing credit with any credit reporting agency; (iv) credit monitoring costs that were incurred on or after October 25, 2021 that the claimant attests under penalty of perjury were caused or otherwise incurred as a result of the Data Incident, through the date of claim submission; and (v) miscellaneous expenses such as notary, data

charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges.

Non-SSN Class Members with Out-of-Pocket-Expense Claims must submit documentation and attestation supporting their claims. This may include receipts or other documentation, not “self-prepared” by the claimant, that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.

Out-of-Pocket Expense Claims must include an attestation that the monetary losses were caused or otherwise incurred as a result of the Data Incident and were not incurred due to some other event or reason.

7. How to submit a claim?

All claims will be reviewed by the Settlement Administrator to determine whether the Claim is a Valid claim. You must file a Claim Form to get Settlement benefits from the proposed Settlement. Claim Forms must be submitted online by [INSERT DATE] or postmarked no later than [INSERT DATE]. You can download a Claim Form at [INSERT] or you can call the Settlement Administrator at [INSERT] for a Claim Form.

8. What am I giving up as part of the Settlement?

If you stay in the Settlement, you will be eligible to receive benefits, but you will not be able to sue BioPlus, its Related Entities, and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers (collectively, the “Released Parties”) regarding the claims in this case.

The Settlement Agreement, which includes all provisions about settled claims, and releases, including Released Claims and Released Parties, is available at [INSERT WEBSITE].

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, and, if the Settlement is approved, you give up the right to sue for the claims in this case.

9. Will the Class Representatives receive additional compensation?

No, the Class Representatives do not seek compensation in excess of what they are entitled to under the Settlement as regular members of the Settlement Class.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely written request for exclusion to the Post Office Box established by the Settlement Administrator, stating your full name, address, and telephone number. Your request must clearly manifest your intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

Your written request for exclusion must be postmarked no later than **[INSERT]** to:

[INSERT MAILING ADDRESS]

Instructions on how to submit a request for exclusion are available at [INSERT WEBSITE] or from the Claims Administrator by calling [INSERT PHONE #].

If you exclude yourself, you will not be able to receive any Settlement benefits from the Settlement, and you cannot object to the Settlement or Class Counsel's request for attorneys' fees and expenses at the Final Approval Hearing. You will not be legally bound by anything that happens in the Lawsuit, and you will keep your right to sue Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue Defendant or the Released Parties later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question 8) for the Released Claims, as set forth in the Settlement Agreement.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any Settlement benefits from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Defendant or the Released Parties (listed in Question 8) about the Released Claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed John A. Yanchunis and Ryan D. Maxey of Morgan & Morgan; Terence R. Coates and Dylan J. Gould of Markovits, Stock & DeMarco, LLC; Nicholas A. Migliaccio and Jason S. Rathod of Migliaccio & Rathod, LLP; Joseph M. Lyon of The Lyon Firm, LLC; J. Gerard Stranch, IV, of Stranch, Jennings & Garvey, PLLC; Gary E. Mason of Mason LLP,

and M. Anderson Berry and Gregory Haroutunian of Clayco C. Arnold, A Professional Corporation (collectively called “Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees in an amount not to exceed one third (or \$733,333.33) of the combined total of the Non-SSN Settlement Fund and the SSN Settlement Fund (\$2,200,000.00), and for out-of-pocket case expenses in addition to this amount. BioPlus reserves all rights to oppose the requested attorneys’ fees and expenses, including reserving its right to file an opposition to Plaintiffs’ motion for attorneys’ fees and expenses. A copy of Class Counsel’s Motion for Attorneys’ Fees and Expenses be posted on the Settlement Website, [INSERT WEBSITE], before the deadline to object to the Settlement.

Any award for attorneys’ fees and expenses for Class Counsel will be paid out of the funds available for the Non-SSN Settlement Fund. The Court will make the final decisions as to the amounts to be paid to Class Counsel and may award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must file an objection with the Court telling it why you do not think the Settlement should be approved.

Objections must be submitted in writing and include all the following information:

- a) the objector’s full name and address;
- b) the case name and docket number: *Gilbert et al. v. BioPlus Specialty Pharmacy Services, LLC*, No. 6:21-cv-02158-RBD-DCI;
- c) a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection the objector believes applicable;
- d) the identity of any and all counsel representing the objector in connection with the objection (if none, please state this);
- e) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and
- f) the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than [INSERT DATE], to Class Counsel and BioPlus's Counsel at the addresses below:

CLASS COUNSEL	DEFENSE COUNSEL
Terence R. Coates Markovits, Stock & DeMarco, LLC 119 E. Court Street, Suite 530 Cincinnati, OH 45202	Christopher A. Wiech Chelsea M. Lamb BAKER & HOSTETLER LLP 1170 Peachtree Street, Suite 4200 Atlanta, GA 30309

You may also file your objection with the Court through the Court's ECF system, with service on Class Counsel and BioPlus's Counsel to be made through the ECF system.

If you do not submit your objection with all requirements, or if your objection is not received by [INSERT DATE], you will be considered to have waived all objections and will not be entitled to speak at the Final Fairness Hearing.

16. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE FINAL FAIRNESS HEARING

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

The Court will hold the Final Fairness Hearing at [INSERT DATE, TIME, LOCATION] or by remote or virtual means as ordered by the Court. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check [INSERT WEBSITE] for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, is in the best interests of Settlement Class Members, and if it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider Class Counsel's request for an award of attorneys' fees and expenses.

After the Final Fairness Hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Fairness Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

19. May I speak at the hearing?

Yes. You can speak at the Final Fairness Hearing, but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required for you to make an appearance at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any Settlement benefits, you will not be able to sue for the claims in this case, and you release the Released Claims, as set forth in the Settlement Agreement, against Defendant and the Released Parties described in Question No. 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's Motion for Attorneys' Fees and Expenses, and more, please visit [INSERT WEBSITE] or call [INSERT PHONE]. You may also contact the Settlement Administrator at [INSERT MAILING ADDRESS].

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR
DEFENDANT'S COUNSEL.**

