

# **EXHIBIT A**

**PLAN OF ALLOCATION AND DISTRIBUTION OF  
SETTLEMENT PROCEEDS AMONG CLASS MEMBERS**

The Net Settlement Fund, that is, the total Settlement Fund after deduction of any taxes, attorneys' fees and litigation expenses, class notice and settlement administration costs, and incentive award to the Class Representative, as approved by the Court, shall be distributed by mailing checks to the eligible members of the Settlement Class. The distribution will take place only after the Court grants final approval to the Settlement and after the expiration of any period for further review or appeal of the Court's order of final judgment, or the resolution of any such review or appeal. The distribution is subject to the Court's approval.

The distribution will be *pro rata*; that is, each class member's share in the Settlement Fund will be proportional to the amount he, she, or it paid to Florida Cancer Specialists & Research Institute, LLC, f/k/a Florida Cancer Specialists, P.L. ("FCS"), or 21st Century Oncology LLC for Oncology Services in Southwest Florida during the Class Period. "Oncology Services" refers to the medical diagnosis and treatment of cancer using medicine or radiation. "Southwest Florida" refers to the counties of Charlotte, Collier, Lee, Manatee, and Sarasota in the State of Florida. The "Class Period" is January 1, 2010 until the date of preliminary approval of the Settlement.

There will be no claims process. The Net Settlement Fund will be automatically distributed (taking all reasonable steps to maximize proper delivery, including updating addresses and re-mailing, as needed) to all members of the Settlement Class who did not timely exclude themselves from the Settlement (that is, who did not notify the Settlement Administrator, in writing, by September 20, 2019 of their intention to exclude themselves). Although the settlement will be *pro rata*, each member of the Settlement Class will receive a minimum of \$5, unless the Net Settlement Fund is insufficient to allow such a minimum payment to each class member (in which case the amount to be paid to all class members will be adjusted on a *pro rata* basis).

Each check issued pursuant to this Agreement shall be void if not negotiated within one hundred and twenty (120) calendar days after its date of issue ("Void Date"), and this condition either shall be conspicuously described in a written communication accompanying the check or the check shall contain a legend that it is void 120 days after its date of issue. Checks that are not negotiated by the Void Date shall not be reissued unless otherwise agreed by both Plaintiff and the Settling Defendants or ordered by the Court, but the Agreement and its Release shall in all other respects be fully enforceable against the Settlement Class member to whom the check was issued. All payments that are unclaimed by Settlement Class members, including all returned Settlement Checks, all undeliverable checks, and all Settlement Checks not cashed by the Void Date, shall revert to the Settlement Fund.

If, after the initial distributions from the Net Settlement Fund have been made and the Void Date has passed, a balance remains in the fund that is too small for a further distribution to be economical, the Class Representative may request the Court for its approval to distribute that balance to charities or other appropriate beneficiaries. No money will be returned to FCS after the Court finally approves the Settlement.