

If you are an Individual who was notified by Lewis & Clark College that your PII was potentially compromised in a February 2023 Data Breach, a Class Action Settlement may Affect Your Rights.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been proposed in a class action lawsuit against Lewis & Clark College (“Lewis & Clark” or “Defendant”) relating to a February 2023 cyberattack during which cybercriminals potentially accessed and/or stole files that contained individuals’ private information (the “Data Breach”). Lewis & Clark denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that Defendant has violated any laws, but rather the resolution of disputed claims.
- The Settlement provides for the creation of a \$500,000.00 Settlement Fund for Settlement Benefits (*See* questions 7-10). In addition, Lewis & Clark will pay for the Costs of Notice and Claims Administration, Attorneys’ Fees and Costs awarded by the Court, and service awards to the Representative Plaintiffs awarded by the Court.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully. For complete details, visit www.LCDataSettlement.com or call toll-free 1-844-543-5481.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY: MAY 15, 2025	Submitting a valid Claim Form is the only way you can receive Credit Monitoring Services, Expense Reimbursement, or a Cash Award.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY: APRIL 15, 2025	If you exclude yourself from this Settlement, you will not receive any benefits from the Settlement, but you also will not release your claims against Lewis & Clark. This is the only option that allows you to be part of any other lawsuit against Lewis & Clark for the legal claims resolved by this Settlement. If you exclude yourself from the Settlement, you may not object to the Settlement.
OBJECT TO THE SETTLEMENT BY: APRIL 15, 2025	To object to the settlement, you can write to the Court with reasons why you do not agree with the Settlement. You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing at your own expense.
DO NOTHING	If you do nothing, you will not receive any benefits from the Settlement. You will also give up certain legal rights.

Questions? Visit www.LCDataSettlement.com or call toll-free 1-844-543-5481.

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the Settlement Benefits to Settlement Class Members who submitted a Valid Claim. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court overseeing this case is the United States District Court for the District of Oregon, Portland Division. The case is known as *Unsworth, et al., v. Lewis & Clark College*, Case No. 3:24-cv-00614-SB (D. Or.). Lisa Unsworth, Michael Ramone, Christopher Potter, Therese Cooper, and Charles Anderson, the individuals who brought this Action, are called the Plaintiffs or Representative Plaintiffs, and the entity sued, Lewis & Clark College, is called the Defendant.

2. What is this lawsuit about?

The Plaintiffs claim that Lewis & Clark is liable for the Data Breach and have asserted numerous legal claims against Lewis & Clark. Lewis & Clark denies each and all the claims and contentions alleged against it in the Action. Lewis & Clark denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action.

For more information and to review the complaints filed in this Action, visit www.LCDataSettlement.com.

3. What is a class action Settlement?

In a class action, one or more people called Plaintiff or Plaintiffs sue on behalf of people who have similar claims. Together, these people are called a Settlement Class or Settlement Class Members. One Court and one judge resolve the issues for all Class members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Lewis & Clark. Instead, the Plaintiffs negotiated a settlement with Lewis & Clark that allows the Plaintiffs, the proposed Settlement Class, and Lewis & Clark to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. The Settlement provides benefits and allows Settlement Class Members to obtain payment for certain costs or losses without further delay. Plaintiffs and Class Counsel think the Settlement is in the best interest of all Settlement Class Members. This Settlement does not mean that Lewis & Clark did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all individuals whose Personal Information may have been involved in the Data Breach.

Settlement Class Members were also sent notice of this class action Settlement via mail. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at 1-844-543-5481 or by visiting the Settlement Website at www.LCDataSettlement.com.

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

Yes. The Settlement Class specifically excludes: (i) Lewis & Clark and Lewis & Clark's parents, subsidiaries, affiliates, officers and directors, and any entity in which Lewis & Clark has a controlling interest; (ii) all individual who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Action; (v) all judges assigned to hear any aspect of the Action, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads *nolo contendere* to any such charge.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides for a \$500,000.00 Settlement Fund for Settlement Benefits. Lewis & Clark will pay for the Costs of Notice and Claims Administration, Attorneys' Fees and Costs awarded by the Court, and service awards to the Representative Plaintiffs awarded by the Court out of the Settlement Fund. Please visit www.LCDataSettlement.com for complete information about the Settlement Benefits.

- Expense Reimbursement: Up to \$5,000.00 for documented, unreimbursed out-of-pocket losses resulting from the Data Breach.
- Cash Award: In lieu of Expense Reimbursement, Settlement Class Members can claim a cash award. No documentation required.
- Identity Theft Protection and Credit Monitoring: Two (2) years of three bureau credit monitoring services with the following services: (i) up to \$1 million dollars of identity theft insurance coverage; (ii) three bureau credit monitoring providing notice of changes to the Settlement Class Members' credit profile; (iii) alerts for activity including new inquiries, new accounts created, change of address requests, changes to public records, postings of potentially negative information, and other

leading indicators of identity theft; (iv) customer care and dedicated fraud resolution agent; (v) comprehensive educational resources; and (vi) extended fraud resolution. Settlement Class Members will need to enroll to receive this benefit. This is in addition to the Cash Payment or Expense Reimbursement.

8. What is included under Expense Reimbursement?

All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible to receive reimbursement for the following documented out-of-pocket losses, if not already reimbursed through any other source and caused by the Data Breach, not to exceed \$5,000.00 per Settlement Class Member:

1. unreimbursed costs to obtain credit reports;
2. unreimbursed fees relating to a credit freeze;
3. unreimbursed card replacement fees;
4. unreimbursed losses relating to fraud or identity theft;
5. unreimbursed late fees;
6. unreimbursed over-limit fees;
7. unreimbursed interest and fees on payday loans taken as a result of the Data Breach;
8. unreimbursed bank or credit card fees;
9. unreimbursed postage, mileage, and other incidental expenses resulting from the Data Breach; and
10. unreimbursed costs associated with up to one year of credit monitoring or identity theft insurance purchased prior to the Effective Date, with certification that it was purchased primarily as a result of the Data Breach.

The amount of the expense reimbursement will be increased or decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

Settlement Class Members with expense reimbursement claims must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

9. What is the Cash Award?

Settlement Class Members can elect to make a claim for a cash award in lieu of the Expense Reimbursement benefit. To receive this benefit, Settlement Class Members must submit a Valid Claim using the Claim Form, but no documentation is required to make a claim.

The amount of the cash award will be increased or decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

10. What is included in the Credit Monitoring Services?

Settlement Class Members who submit a Claim Form can elect to enroll in two (2) years of three bureau credit monitoring services with the following services: (i) up to \$1 million dollars of identity theft insurance coverage; (ii) three bureau credit monitoring providing notice of changes to the Settlement Class Members’ credit profile; (iii) alerts for activity including new inquiries, new accounts created, change of address requests, changes to public records, postings of potentially negative information, and other leading indicators of identity theft; (iv) customer care and dedicated fraud resolution agent; (v) comprehensive educational resources; and (vi) extended fraud resolution. Settlement Class Members will need to enroll to receive this benefit.

These services will be made available to all Settlement Class Members who choose to enroll regardless of whether they claim Expense Reimbursement or the Cash Award.

A unique redemption code, allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits a valid claim for such services after the Court approves the Settlement as final and after any appeals are resolved.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

11. How do I get benefits from the Settlement?

In order to receive Credit Monitoring or a Settlement payment, you must complete and submit a Claim Form. Claim Forms are available at www.LCDataSettlement.com, or you may request one by mail by calling 1-844-543-5481. Read the instructions carefully, fill out the Claim Form, and submit it online, or mail it postmarked no later than **May 15, 2025**, to: Lewis & Clark Settlement, P.O. Box 1228, Baton Rouge, LA 70821.

12. How will claims be decided?

The Settlement Administrator will decide whether the information provided on the Claim Form is complete and valid. The Settlement Administrator may require additional information from any claimant. If the Settlement Administrator requires additional information from you and you do not provide it in a timely manner, your claim may not be paid at the Settlement Administrator's discretion.

13. When will I get my payment?

The Court will hold a Final Fairness Hearing at 9:30 a.m. Pacific Time on June 2, 2025, to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals, and resolving them may take additional time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient. If you have further questions regarding payment timing, you may contact the Settlement Administrator by emailing info@lcdatasettlement.com.

REMAINING IN THE SETTLEMENT

14. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want receive Credit Monitoring Services or a payment from the Settlement, you must submit a Claim Form online or postmarked by **May 15, 2025**.

If you do nothing, you will **not** receive credit monitoring services or be eligible to receive a payment. You will also give up certain legal rights.

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

If the Settlement becomes final, you will give up your right to sue Lewis & Clark for the claims being resolved by this Settlement. The specific claims you are giving up against Lewis & Clark and the claims you are releasing are described in the Settlement Agreement, available at www.LCDataSettlement.com. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what claims you are giving up and which parties you are releasing, you can talk to the law firms listed in Question 19 for free or you can talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want any benefits from this Settlement, and you want to keep the right to sue Lewis & Clark about issues in the Litigation, then you must take steps to get out of the Settlement Class. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Settlement Class.

16. If I exclude myself, can I still get payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

17. If I do not exclude myself, can I sue the Lewis & Clark for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue Defendant for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

18. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *Unsworth, et al., v. Lewis & Clark College*, Case No. 3:24-cv-00614-SB (D. Or.). Your letter must also include your full name, current address, and signature. You must mail your exclusion request postmarked no later than **April 15, 2025**, to:

Lewis & Clark Settlement
P. O. Box 1228
Baton Rouge, LA 70821

Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs are not permitted.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as “Class Counsel” to represent the Settlement Class:

<u>CLASS COUNSEL</u>		
Kaleigh N. Boyd TOUSLEY BRAIN STEPHENS PLLC 1200 Fifth Avenue, Suite 1700 Seattle, WA 98101 T: (206) 682-5600 kboyd@tousley.com	Nickolas J. Hagman CAFFERTY CLOBES MERIWETHER & SPRENGEL, LLP 135 S. LaSalle, Suite 3210 Chicago, Illinois 60603 T: 312.782.4880 nhagman@caffertyclobes.com	Philip J. Krzeski CHESTNUT CAMBRONNE PA 100 Washington Ave., Ste. 1700 Minneapolis, MN 55401-2138 T: (612) 767-3613 pkrzeski@chestnutcambronne.com

You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will Class Counsel be paid?

Class Counsel will ask the Court to award attorneys' fees, costs, and expenses in an amount not to exceed one-third (33.3%) of the Settlement Fund. Class Counsel will also seek service awards in the amount of two thousand dollars and no cents (\$2,000.00) to each of the five (5) Representative Plaintiffs.

The Court may award less than these amounts. The Court awarded amounts for attorneys' fees, costs, and expenses, as well any service awards approved by the Court for the Representative Plaintiffs will be paid by Lewis & Clark from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can object to the Settlement if you do not like or agree with the Settlement or some part of it. You can give reasons to the Court why you think the Court should not approve the Settlement. The Court will consider your views before deciding.

Objections must include: the name or caption of this Litigation, *i.e.*, *Unsworth, et al., v. Lewis & Clark College*, Case No. 3:24-cv-00614-SB (D. Or.) and:

- i. the objector's full name, address, telephone number, and email address (if any);
- ii. the case name and case number;
- iii. 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 original notice of the Data Breach or a statement explaining why the objector believes he or she is a Settlement Class Member);
- iv. a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- v. a written statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- vi. the identity of all counsel representing the objector in connection with the objection;
- vii. a statement whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing;
- viii. a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years; and
- ix. the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative.

To be timely, written notice of an objection in the appropriate form must be mailed with a postmark date no later than April 15, 2025, to Class Counsel and to Lewis & Clark's counsel as set forth below. Class Counsel will file the objections received with the Court with the Motion for Final Approval of the Settlement.

Upon respective Proposed Class Counsel via mail and e-mail at:

TOUSLEY BRAIN STEPHENS PLLC

Kaleigh N. Boyd
1200 Fifth Avenue, Suite 1700
Seattle, WA 98101
Tel: (206) 682-5600
kboyd@tousley.com

CAFFERTY CLOBES MERIWETHER & SPRENGEL, LLP

Nickolas J. Hagman

135 S. LaSalle, Suite 3210
Chicago, Illinois 60603
T: 312.782.4880 nhagman@caffertyclobes.com

CHESTNUT CAMBRONNE PA

Philip J. Krzeski
100 Washington Ave., Ste. 1700
Minneapolis, MN 55401-2138
pkrzeski@chestnutcambronne.com

Upon Lewis & Clark's counsel via mail and e-mail at:

MCDONALD HOPKINS LLC

David W. Schelberg
39533 Woodward Avenue, Suite 318
Bloomfield Hills, Michigan 48304
dschelberg@mcdonaldhopkins.com

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth herein.

22. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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

The Court will hold a Final Fairness Hearing at 9:30 a.m. Pacific Time on June 2, 2025, located at 1000 S.W. Third Ave. Portland, OR 97204. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of attorneys' fees not to exceed one-third (33.3%) of the Settlement Fund and reasonable costs and expenses, and service awards not to exceed \$2,000.00 for each of the Representative Plaintiffs. The Court will take into consideration any timely sent written objections and may also listen to anyone who has requested to speak at the hearing (*see* Question 21).

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 the Final Fairness Hearing at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

25. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 21 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

26. What happens if I do nothing?

If you do nothing, you will not receive credit monitoring services or be eligible to receive a payment from this Settlement. If the Court approves the Settlement, and you do nothing, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Lewis & Clark or Released Persons about the issues involved in this lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

27. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.LCDataSettlement.com, or by writing to Settlement Administrator:

Lewis & Clark Settlement
P. O. Box 1228
Baton Rouge, LA 70821

28. How do I get more information?

For more information, please visit www.LCDataSettlement.com or call toll-free 1-844-543-5481. You can also contact the Settlement Administrator by mail or email.

Please do not call the Court or the Clerk of the Court for additional information.