

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Lisa Unsworth, Michael Ramone, Christopher Potter, Therese Cooper, and Charles Sanderson, individually and on behalf of all others similarly situated (together, “Plaintiffs”), and Lewis & Clark College (“Defendant”) (collectively, the “Parties”). As detailed below, this Settlement Agreement releases and forever discharges and bars all claims asserted (or that could have been asserted) in the class action lawsuit captioned *Unsworth, et al. v. Lewis & Clark College*, Case No. 3:24-cv-00614-SB (D. Or.) (the “Action”). The Settlement Agreement is subject to Court approval and intended by the Parties to resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions set forth below.

FACTUAL BACKGROUND AND RECITALS

1. On April 10, 2024, Plaintiff Unsworth filed a putative class action lawsuit against Defendant related to a cyber security incident that Defendant learned it had experienced on or about February 28, 2023 (“Data Breach”). Plaintiffs filed their Consolidated Amended Class Action Complaint on June 28, 2024, alleging that Defendant failed to adequately secure its network, and that as a result cybercriminals were able to access Defendant’s network and access the personal Information of current and former students, staff, and faculty, including their full names, dates of birth, Social Security numbers, driver’s license or state identification numbers, passport numbers, medical information and health insurance, and financial account numbers and financial account routing numbers (collectively, “Personal Information”).

2. Defendant denies (i) the allegations of wrongdoing and all liability with respect to facts and claims alleged in the Action; (ii) that the class representatives in the Action and the class they purport to represent have suffered any damages; and (iii) that the Action satisfies the requirements to be certified or tried as a class action under F.R.C.P. 23. Despite Defendant’s position that it is not liable for, and has good and meritorious defenses to, the claims alleged in the Action, Defendant has concluded that further litigation would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Settlement Agreement nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof, is or may be deemed to be, or may be used, as an admission of, any wrongdoing or liability.

3. On September 23, 2024, the Parties participated in a formal mediation moderated by Bruce A. Friedman of JAMS. During the mediation, the Parties discussed Defendant’s potential defenses, as well as the Parties’ respective positions on the merits of the claims and class certification. The mediation culminated in the Parties reaching an agreement in principle.

4. The Settlement Agreement resolves the claims of Plaintiffs and all putative Class Members related to the potential disclosure of their Personal Information as a result of the Data Breach.

5. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

6. In exchange for the mutual promises, agreements, releases, and other good and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

DEFINITIONS

7. “Action” means *Unsworth, et al. v. Lewis & Clark College*, District of Oregon Case No. 3:24-cv-00614-SB, currently pending in the District Court of the United States, District of Oregon.

8. “Approved Claim” means a timely and properly submitted claim by a Participating Settlement Member that has been approved as a Valid Claim by the Settlement Administrator.

9. “Defendant’s Counsel” means John C. Clarke of Miller Nash LLP and Timothy J. Lowe and David W. Schelberg of McDonald Hopkins PLC.

10. “Claim Form” or “Claim” means the form(s) Participating Settlement Class Members must submit to be eligible for reimbursement of amounts paid under the terms of the Settlement. The Claim Form will be in a form substantially as shown on attached **Exhibit A**, which will be available on the Settlement Website (as defined below).

11. “Claims Deadline” means the postmark date and/or online submissions deadline by which Participating Settlement Class Members must submit a complete Claim Form(s) to be considered timely, which will occur 90 days from the date that Notice is sent. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice, on the Settlement Website and the Claim Form.

12. “Claims Period” means the period during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will start on the date Notice is sent and end on the Claims Deadline.

13. “Class Counsel” means Kaleigh N. Boyd of Tousley Brain Stephens PLLC, Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP, and Philip J. Krzeski of Chestnut Cambronne PA.

14. “Settlement Class Representative” means the named class representatives Lisa Unsworth, Michael Ramone, Christopher Potter, Therese Cooper, and Charles Sanderson.

15. “Court” means the Honorable Stacie F. Beckerman in the District Court of the United States, District of Oregon, or such other judge to whom the Action may hereafter be assigned.

16. “Data Breach” means the cyber security incident that Defendant learned it had experienced on or about February 28, 2023 in which unauthorized third parties accessed data, including the personal and confidential information of some students, staff, and faculty, including their full names, dates of birth, Social Security numbers, driver’s license or state identification numbers, passport numbers, medical information and health insurance, and financial account numbers and financial account routing numbers.

17. “Effective Date” means one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and

Judgment or one (1) business day following entry of the Final Approval Order and Judgment if no parties have standing to appeal and no objections have been filed to the Agreement; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, one (1) business day after the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

18. “Fee Application” means any motion for an award of attorneys’ fees, Litigation Costs and Expenses, and Service Award Payments.

19. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

20. “Final” shall mean the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

21. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement; certifies the Settlement Class; finds that the Settlement Agreement is fair, reasonable, and adequate and was entered into in good faith and without collusion; approves and directs the consummation of this Agreement; approves the Release contained in this Agreement and orders that as of the Effective Date that the Released Claims will be released as to the Released Parties; dismisses the Action with prejudice and without costs, except as explicitly set forth in this Agreement; otherwise satisfies the settlement-related provisions of Superior Court Civil Rules; and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant’s Counsel will work together on a proposed Final Approval Order and Judgment, which both parties must approve before filing.

22. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Federal Rules of Civil Procedure and whether to issue the Final Approval Order and Judgment.

23. “Litigation Costs and Expenses” means reasonable costs and expenses incurred by counsel Class Counsel in connection with commencing, prosecuting, and settling the Action, as approved by the Court.

24. “Long-form Notice” means the long-form notice of settlement posted on the Settlement Website substantially in the form as shown in the attached Exhibit B.

25. “Notice” means notices and Reminder Notice(s) of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Long-Form Notice (**Exhibit B**), and/or the Short-Form Notice (**Exhibit C**), and/or the Reminder Notice, substantially in the respective forms as shown in **Exhibits B** and **C** attached hereto.

26. “Notice Deadline” means the last day by which Notice must issue to the Settlement Class Members and will occur 30 days after entry of the Preliminary Approval Order.

27. “Notice and Administrative Expenses” means all expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating, and distributing the Settlement funds to Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement including, but not limited to, any administrative expenses or fees, Settlement Website fees, state, local, or federal taxes, and legal, accounting, or actuarial fees related to the operation of this Settlement. Reasonable Notice and Administrative Expenses will be paid out of the Settlement Fund.

28. “Out-of-Pocket Losses” means unreimbursed costs or expenditures incurred by a Class member that are fairly traceable to the Data Breach. Out-of-Pocket Losses may include, without limitation, the following: (1) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Class member’s personal information; (2) costs incurred on or after February 28, 2023 (or the earliest verifiable date the Data Breach occurred) associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (4) credit monitoring or other mitigating costs that were incurred on or after February 28, 2023 (or the earliest verifiable date the Data Breach occurred) through the date of the Settlement Class Member’s claim submission. Out-of-Pocket Losses will be paid from the cash Settlement Fund.

29. “Objection Deadline” is the last day on which a Settlement Class Member may make a written objection to the Settlement or Fee Application, which will be 60 days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

30. “Opt-Out Deadline” is the last day on which a Settlement Class Member must mail a written request to be excluded from the Settlement Class, which will be 60 days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

31. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

32. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Federal Rule of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment that is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant’s Counsel will work together on a proposed Preliminary Approval Order, which the Parties must approve before submission to the Court.

33. “Personal Information” means names, dates of birth, Social Security numbers, passport numbers, driver’s license or state identification numbers, medical information, health

insurance information, and/or financial account numbers that Lewis & Clark College collected and maintained.

34. “Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action. “Released Claim” also shall have the meaning ascribed to it as set forth in additional details in Section XI below.

35. “Reminder Notice” means a copy of the Short-Form Notice (**Exhibit C**) that will be emailed to all Class Members with a known email address and mailed to the remaining Class Members for whom no known or valid email addresses exist via postcard. The Reminder Notice shall be issued no later than 14 days before the Claims Deadline.

36. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from or “opt out of” the Settlement Class in the form and manner provided for in the Notice.

37. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this litigation, which shall not exceed \$2,000 per Settlement Class Representative, as approved by the Court.

38. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

39. “Settlement Administration Costs” shall mean the costs incurred by the Settlement Administrator to administer the Settlement, including Notice and Administrative Expenses.

40. “Settlement Administrator” means EisnerAmper Gulf Coast, LLC, which will serve as the settlement administrator and notice provider for the settlement.

41. “Settlement Class” means all individuals whose Personal Information may have been involved in the Data Breach. All members of the Settlement Class who do not opt-out of the settlement shall be referred to as Settlement Class Members. For purposes of settling this Action, the Parties conditionally stipulate and agree that the Settlement Class is comprised of approximately 48,799 individuals.

42. “Settlement Class List” means the list generated by Defendant containing the full names and physical and email addresses, to the extent known, for all persons who fall under the definition of the Settlement Class, which Defendant shall provide to the Settlement Administrator within 10 days of the Preliminary Approval Order.

43. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

44. “Settlement Fund” means a non-reversionary common fund created by the Settlement Administrator and to be paid by, or on behalf of, Defendant in the amount of Five Hundred Thousand Dollars (\$500,000.00), including any interest accrued thereon after payment to the Settlement Administrator, this being the full and complete limit and extent of Defendant’s obligations with respect to the Settlement.

45. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to Section I below for a Valid Claim.

46. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs’ Motion for Preliminary Approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ Fee Application, and the operative complaint in the Action. The Settlement Website shall also include a downloadable copy of the Longform Notice and the Claim Form for Settlement Class Members to access. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website will also provide a toll-free telephone number, contact form, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least 30 days after all Settlement Payments have been distributed.

47. “Short-Form Notice” means the content of the mailed notice to the proposed Settlement Class Members substantially in the form as shown in **Exhibit C** attached hereto. The Short-Form Notice will direct the recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing as defined below.

48. “Valid Claim” means a Settlement Claim, determined to be timely, complete, and verified by the Claims Administrator to meet all the required criteria for the type of claim being submitted, including the amount approved by the Settlement Administrator (even if that determination is made following the dispute resolution process described herein).

I. SETTLEMENT BENEFITS

49. Establishment of Settlement Fund. Within forty-five (45) days after the entry of the Preliminary Approval Order, Defendant shall cause to be deposited the Notice and Administrative Expenses through the date of final approval, as estimated by the Settlement Administrator, into an account established and administered by the Settlement Administrator at a financial institution

agreed upon by the Settlement Administrator, Defendant, and Class Counsel, to cover the Settlement Administrator's reasonable set-up costs, notice, and early administration costs. Defendant shall deposit the balance of the Settlement Fund into the same account within fourteen (14) days of the Effective Date. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendant within ten (10) days of the entry of the Preliminary Approval Order. Following Defendant's payment of the Settlement Fund monies as described in this Paragraph, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the selection of the Settlement Fund account, investment of Settlement Fund account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes or Tax-Related Expenses imposed on the Settlement Fund account or its distributions, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund. To the extent this Settlement Agreement does not become Final, Defendant will be entitled to the return of any amounts not already incurred by the Settlement Administrator.

50. **Settlement Benefits.** All Settlement Class Members may submit a claim for either reimbursement for documented Out-of-Pocket Losses (defined below) or ("Out-of-Pocket Losses") (defined below) or a Cash Award (defined below). In addition to electing either reimbursement for Out-of-Pocket Losses or a Cash Award, all Participating Settlement Class Members may also elect to receive Identity Theft Protection and Credit Monitoring Services (defined below).

51. **Documented Out-of-Pocket Losses.** The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$5,000 per person who is a member of the Settlement Class, upon submission of a claim and supporting documentation, for Out-Of-Pocket Losses incurred as a result of the Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members with Out-of-Pocket Losses 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. The amount of the Cash Award will be calculated in accordance with Paragraph 54, below. In the unlikely event that the Settlement Fund is insufficient to cover all Out-of-Pocket Losses, such claims shall be reduced *pro rata* to account for the amount of remaining funds, and no additional monetary benefits shall be paid to any claimants.

52. **Cash Award.** Settlement Class Members who submit a valid and timely Claim Form may elect a claim to receive a payment (a "Cash Award"). The amount of the Cash Award will be calculated in accordance with Paragraph 54, below.

53. **Identity Theft Protection and Credit Monitoring.** Each Settlement Class Members who submits a Valid Claim Form may elect two years of free identity theft and credit

monitoring services (“Credit Monitoring Services” or “CMS”). The services shall provide three-bureau monitoring for all Valid Claims. The CMS will include the following services to be provided to each Settlement Class Member who submits a valid and timely Claim Form and elects the CMS: (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.

54. Distribution of Settlement Payments. The Settlement Administrator shall distribute the payments for Valid Claims for Out-of-Pocket Losses, Cash Awards, and CMIS (collectively, “Monetary Benefits”) as provided in this paragraph. The total amount of Monetary Benefits shall be paid from the Settlement Fund after the payment of the Settlement Administration Costs, Service Awards to Class Representatives, and Attorney’s Fees and Litigation Expenses (the “Net Settlement Fund”). The Settlement Administrator will first apply the Net Settlement Fund to pay for Valid Claims for Out-of-Pocket Losses. If the total amount of Out-of-Pocket Losses exceeds the total amount of Valid Claims for Out-of-Pocket Losses, such claims shall be reduced *pro rata* to account for the amount of remaining funds, and no additional monetary benefits shall be paid to any claimants. If funds remain in the Net Settlement Fund after paying for the Out-of-Pocket Losses, the Settlement Administrator will next use the Net Settlement Fund to pay for Valid CMS claims. If funds remain in the Net Settlement Fund after paying out all Valid Claims for Out-of-Pocket Losses and CMS, the Settlement Administrator shall make all Cash Award payments to all Settlement Class Members who submit a Valid Claim for Cash Awards. The amount of each Cash Award payment shall be calculated by dividing the amount remaining in Net Settlement Fund by the total number of valid and timely Claim Forms submitted by Settlement Class Members who elected a Cash Award. In the event that Compensation for Out-of-Pocket Losses, Identity Theft Protection and Credit Monitoring Services, Settlement Administration Costs, Service Awards to Class Representatives, and Attorney’s Fees and Litigation Expenses exceed the Settlement Fund, all class member payments will be reduced on a *pro rata* basis such that Defendant’s maximum amount to be paid does not exceed the non-reversionary Settlement Fund. As to any portion of the settlement fund that remains after all of the above have been paid, it shall be distributed *cy pres* to Oregon Museum of Science and Industry, pending Court approval.

55. Dispute Resolution for Claims. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the Out-of-Pocket Loss Claims; (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Breach; and (4) the claimant timely submitted their Claim Form. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information that the Settlement Administrator deems reasonably necessary to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, and claims previously made for identity theft and the resolution thereof. For any such claims that the Settlement Administrator determines to be invalid,

the Settlement Administrator will submit those claims to the Parties, by and through their respective Counsel. If, upon meeting and conferring, the Parties disagree as to the Claim validity, then the Claim shall be referred back to the Settlement Administrator for final determination on the Claim validity.

- i. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information and allow the claimant 14 days from the date of the request to cure the defect. If the defect is not cured within the time allotted, then the claim will be deemed invalid.
- ii. Following timely receipt of additional information pursuant to a request by the Settlement Administrator, the Settlement Administrator shall have 10 days to accept or reject the Claim. If, after reviewing the Claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is valid, then the Claim shall be paid. If the Claim is not valid because the claimant has not provided the information requested by the Settlement Administrator, then the Settlement Administrator may reject the Claim without any further action. A defect in one Claim shall not cause rejection of any other Valid Claim submitted by the claimant.
- iii. Class Members shall have 10 days from receipt of the approval of a Claim that provides a payment that deviates from the losses described on the Claim Form to accept or reject the Claim. This provision does not apply where the Claim value deviates due to a pro rata increase or decrease.

II. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

56. **Payment Timing.** Payments for Valid Claims for reimbursement for approved Out-of-Pocket Losses, and Cash Awards, as set forth in Paragraphs 51, 52, and 53, shall be issued in the form of a check mailed and/or an electronic payment to the Settlement Class Member as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the date the claim is approved.

57. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within 120 days of their date of issue.

58. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within 30 days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an email and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and

negotiable for 90 days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

59. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within 120 days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by email and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) mail the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Upon request of a Participating Settlement Class Member, the Settlement Administrator may re-issue a check for up to an additional 90-day period following the original 120-day period. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for 90 days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

60. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased, documentation establishing the proper estate representative to whom to mail the Settlement Check, and after consultation with Class Counsel and Defendant's Counsel.

II. CLAIMS AND DISTRIBUTION OF SETTLEMENT FUNDS

61. **Submission of Electronic and Hard Copy Claims.** Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by USPS mail to the Settlement Administrator. Claim Forms must be submitted electronically through the Settlement Website or postmarked during the Claims Period and on or before the Claims Deadline.

III. SETTLEMENT CLASS NOTICE

62. **Notice.** Within 10 days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within 30 days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class.

63. **Manner of Giving Notice.** Notice will be issued in a manner reasonably calculated to satisfy due process, and the Settlement Provider will provide a declaration establishing notice conforming to due process requirements that Plaintiff may file as part of a motion for final approval of the settlement. Subject to Court approval, the Settlement Administrator will provide the Class Notice to all Class Members as described herein.

- a. **Short Form Notice.** As soon as practicable but starting no later than 30 days from the date of the Preliminary Approval Order, the Settlement Administrator shall

disseminate the Short Form Notice via USPS First Class Mail to all Settlement Class Members for which it has mailing addresses. Before mailing the Short Form Notice, the Settlement Administrator will update the addresses provided by Defendant with the National Change of Address (NCOA) database. It shall be presumed that the intended recipients received the Short Form Notice if the mailed Short Form Notices have not been returned to the Settlement Administrator as undeliverable within 15 days of mailing.

- b. **Settlement Website.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish the Settlement Website. The Parties shall confer and approve a mutually acceptable URL for the Settlement Website and a secure webserver to host the Settlement Website. The Settlement Website shall remain accessible until at least 30 days after the Settlement Administrator has completed its obligations under the Settlement Agreement. The Settlement Website shall contain: the Settlement Agreement; contact information for Class Counsel and Defendant's Counsel; contact information for the Settlement Administrator; the publicly filed motion for preliminary approval, motion for final approval and for attorneys' fees and expenses (when they become available); the signed preliminary approval order; and a downloadable and online version of the Claim Form and Long-Form Notice. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website shall contain a prominent notification that "No Claims Forms will be accepted via email."
- c. **Toll-Free Telephone Number.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated toll-free telephone number by which Settlement Class Members can obtain information about the Settlement and request paper forms of the Short-Form Notice and Claim Form be sent to them.
- d. **Post Office Box.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated USPS P.O. Box to accept correspondence and claims from Settlement Class Members.
- e. **Reminder Notices.** Reminder Notice shall be issued no later than 14 days before the Claims Deadline. Reminder notice will be sent via email to Settlement Class Members for whom an email address is available, and USPS mail to those Settlement Class Members for whom no address is available.

IV. OPT-OUTS AND OBJECTIONS

64. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves ("opt-out") of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than 60 days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Short

Form Notice shall state “if you do not want to be legally bound by the Settlement, you must exclude yourself” by a designated date. The Short Form Notice will also state: “if you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decision of the Court and give up your rights to sue Defendant for the claims resolved by this Settlement.” The Short Form Notice shall provide the Website URL and telephone number to obtain a copy of the Long-Form Notice.

65. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting timely, written objections to the Settlement Administrator postmarked no later than 60 days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, telephone number, and email address; (iii) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection; (iv) 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; (v) the identity of any and all attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) proof that the Settlement Class Member is a member of the Settlement Class (*e.g.*, copy of Data Breach notice); (viii) contain 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 signature of the Settlement Class Member or the Settlement Class Member’s attorney. The Notice shall set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing, shall be bound by the Settlement Agreement, and shall be forever barred from making any objection to the Settlement.

66. Any Settlement Class Member who fails to comply with the requirements for objecting as set forth Paragraph 65 shall waive and forfeit all rights he or she may have to appear separately and/or 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 provision of Paragraph 65. Without limiting the foregoing, any challenge to the Settlement Agreement, or the Judgment to be entered upon final approval, shall be pursuant to an appeal and not through a collateral attack.

67. Within ten (10) days after the Opt-Out Date as approved by the Court, if there have been more than 150 valid opt outs, Defendant may, by notifying Settlement Class Counsel and the Court in writing, within five (5) business days from the date of the Claims Administrator provides written notice to Defendant of the number of opt-outs, void this Settlement Agreement. If Defendant voids the Settlement Agreement, Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Settlement Class Counsel and service awards and shall not, at any time, seek recovery of same from any party to the Litigation or from counsel to any other party to the Litigation.

V. DUTIES OF SETTLEMENT ADMINISTRATOR

68. **Settlement Administration Process.** After the settlement is preliminarily approved by the Court, the Settlement Administrator will send the Notice to the Settlement Class. Defendant will cooperate in providing to the Settlement Administrator the Settlement Class List, which will be kept strictly confidential between the Administrator, Defendant, and Class Counsel. After the Court enters an order finally approving the Settlement, the Settlement Administrator shall distribute payments out of the Settlement Fund as set forth in this Agreement. Cash payments to Settlement Class Members will be made by check or electronic payment sent from the Administrator.

69. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Administering, and overseeing the Settlement Fund provided by Defendant to pay Approved Claims;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail and Reminder Notice(s) via email and/or U.S. Mail;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries;
- f. Responding to any mailed or contact form Settlement Class Member inquiries in a timely manner;
- g. Reviewing, determining the timeliness, completeness, validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and Defendant's Counsel a list of Approved Claims both periodically during the Claims Period and after the Claims Deadline;
- h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Defendant's Counsel;
- i. After approval of Valid Claims, processing and transmitting Settlement Payments to Settlement Class Members;
- j. Providing weekly or, as instructed by Class Counsel and Defendant's Counsel, other periodic reports to Class Counsel and Defendant's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;
- k. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the

- Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion;
- l. After all payments required under this Agreement have otherwise been made, final distribution of any funds remaining in the Settlement Fund in the manner requested by the Parties; and
 - m. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel and Defendant's Counsel.

70. **Limitation of Liability.** The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Funds; (iii) the formulation, design or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Funds; or (v) the payment or withholding of any Taxes and Tax-Related Expenses.

71. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendant's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice, plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Funds; (iii) the formulation, design or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Funds; (v) any losses suffered by, or fluctuations in the value of the Settlement Funds; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

72. **Settlement Administration Costs.** The Settlement Administrator's reasonable fees and costs, including the costs of direct mail notice and reminder notice(s), will be from the Settlement Fund.

VI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

73. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

74. **Preliminary Approval.** Class Counsel shall file a motion for preliminary approval of the Settlement by December 20, 2024.

75. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline.

76. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VII. MODIFICATION AND TERMINATION

77. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

78. **Settlement Not Approved and Effect of Termination.** If: (1) the Court does not issue the Final Approval Order and Judgment; (2) the Effective Date does not occur, or (3) any court alters or modifies the Final Approval Order in any material respect, the Parties shall have sixty (60) days from the date of such occurrence/non-occurrence to work together in good faith in considering, drafting, and submitting reasonable modifications to this Settlement Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may, at their sole discretion, terminate this Settlement Agreement on seven (7) days written notice to the other Party. In that event, the certification of the Settlement Class shall be void. In the event the Settlement Class is so decertified, Defendant reserves the right to contest class certification for all other purposes in the Action. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support of or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including and without limitation in a contested proceeding relating to class certification. For avoidance of any doubt, neither Party may terminate the Settlement Agreement while an appeal from an order granting approval of the Settlement is pending.

VIII. RELEASES

79. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, the Settlement Class Representative and Participating Settlement Class

Members, and each of their spouses and children with claims on behalf of the Settlement Class member, and each of their respective heirs, executors, administrators, estates, representatives, agents, partners, predecessors, successors, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, and assigns and all who claim through them or who assert claims (or could assert claims) on their behalf shall be deemed to have, and by operation of Judgment shall have released, acquitted, relinquished, and forever discharged any and all Released Claims against Defendant and its present and former departments or divisions, and any and all of their respective past, present, and future officers, directors, employees, partners, servants, agents, successors, attorneys, advisors, consultants, contractors, vendors, service providers, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing (the “Releasees”). The release stated above provided by Settlement Class Members includes all claims and causes of action pleaded or that could have been pleaded that are related in any way to the activities stemming from the factual allegations described in the Action.

80. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and that the Settlement Class Representative or Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns does not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Releasees of any of the foregoing or the Released Claims or might affect his, her, or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the Released Claims. Upon the Effective Date, the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia, or any territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, related to the release of Unknown Claims. The Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. Settlement Class Representative, Participating Settlement Class Members and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

81. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are

authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

VIII. SERVICE AWARD PAYMENTS

82. **Service Award Payment.** At least 14 days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for a Service Award Payment for the Settlement Class Representatives in recognition for their contribution to this Action to be paid from the Settlement Fund. Defendant takes no position on a request for a service award of \$2,000 to the Settlement Class Representatives, subject to Court approval. This service award shall be separate and apart from any other benefits available to the Settlement Class Representative as Participating Settlement Class Members under the terms of this Agreement. Such Service Award Payment shall be paid by the Settlement Administrator from the Settlement Fund no later than fourteen (14) days after the Effective Date. This term was negotiated after the Parties reached an agreement on the total settlement amount.

83. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Service Award Payments in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

IX. ATTORNEYS' FEES, COSTS, EXPENSES

84. **Attorneys' Fees, Costs, and Expenses.** At least 14 days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of attorneys' fees and Litigation Costs, and Expenses up to one-third (33.3%) of the Settlement Fund to Class Counsel for attorneys' fees, in addition to the costs and expenses incurred in connection with the prosecution of this matter, to be paid from the Settlement Fund. Defendant takes no position on this request. The parties negotiated this term after the Parties reached an agreement on the total settlement amount. Class Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. Court approval of the settlement is not dependent on the Court awarding attorneys' fees and costs as provided in this Section. Any Fee Award and Costs and expenses shall be paid by the Settlement Administrator from the Settlement Fund in the amount approved by the Court, no later than fourteen (14) days after the Effective Date.

85. **No Effect on Agreement.** The amount(s) of any award of attorneys' fees, costs, and expenses, and the Service Award Payments to the Settlement Class Representative, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court of modification or reversal or appeal of any order of the Court, concerning the amount(s) of attorneys' fees, costs, and expenses, and/or service awards ordered by the Court to Class Counsel or Settlement Class Representatives shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of the Settlement Agreement.

X. NO ADMISSION OF LIABILITY

86. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

87. **Limitations on the Use of this Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

XI. MISCELLANEOUS

88. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

89. **Cooperation.** The Parties acknowledge that it is their intent to (i) consummate this Settlement Agreement; and (ii) to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

90. **Final and Complete Resolution.** The Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement compromises claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agreed that the settlement was negotiated in good faith by the Parties and reflects a settlement that was reached voluntarily after consultation with competent counsel.

91. **Class Counsel Powers.** Class Counsel, on behalf of the Settlement Class, are expressly authorized by Settlement Class Representative to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate to carry out the spirit of this Settlement Agreement and to ensure the fairness to the Settlement Class.

92. **Successors and Assigns.** The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

93. **Pronouns.** As used herein, “he” means “he, she, it, or they;” “his” means “his, hers, its, or theirs;” and “him” means “him, her, it, or them.”

94. **Currency.** All dollar amounts are in United States dollars (USD).

95. **Execution in Counterparts.** The Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and execution of the counterparts shall have the same force and effect as if all Parties had signed the same instrument.

96. **No Construction Against the Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. The Settlement Class Representative and Defendant each acknowledge that each have been advised and are represented by legal counsel of his or her own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

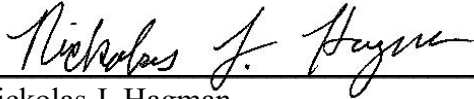
97. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of the Parties.

98. **Paragraph Headers.** Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions.

99. **Governing Law.** The Settlement Agreement shall be construed in accordance with, and be governed by, the laws of the State of Oregon, without regard to the principles thereof regarding choice of law.

100. **Authority.** Any person executing this Settlement Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party or Parties on whose behalf he or she signs this Settlement Agreement to all of the terms and provisions of this Settlement Agreement.

AGREED TO AND ACCEPTED:



Nickolas J. Hagman
CAFFERTY CLOBES MERIWETHER &
SPRENGEL LLP
Counsel for Plaintiffs and the Putative Class

Kaleigh N. Boyd
TOUSLEY BRAIN STEPHENS PLLC
Counsel for Plaintiffs and the Putative Class

Phil Krzeski
CHESTNUT CAMBRONNE PA
Counsel for Plaintiffs and the Putative Class

David Schelberg
McDONALD HOPKINS LLC
Counsel for Defendant Lewis & Clark College



By: David C. Reese
Vice President, General Counsel, Chief of Staff and
Board Secretary
On behalf of Defendant Lewis & Clark College

Lisa Unsworth

Michael Ramone

Christopher Potter

Therese Cooper

Charles Sanderson

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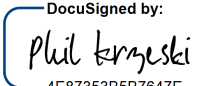
Charles Sanderson

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Counsel for Plaintiffs and the Putative Class



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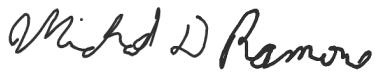
DocuSigned by:


Phil Krzeski
CHESTNUT CAMBRONNE PA
Counsel for Plaintiffs and the Putative Class

David Schelberg
McDONALD HOPKINS LLC
Counsel for Defendant Lewis & Clark College

By: David C. Reese
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By: David C. Reese
Vice President, General Counsel, Chief of Staff and
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On behalf of Defendant Lewis & Clark College

Lisa Unsworth

Michael Ramone

Christopher Potter

Therese Cooper

Charles Sanderson

EXHIBIT A

Your claim must be
submitted online or
postmarked by:
[DEADLINE]

Unsworth, et al., v. Lewis & Clark College
Case No. 3:24-cv-00614
United States District Court, District of Oregon (Portland Division)

LEWIS &
CLARK
CLAIM

CLAIM FORM

GENERAL INSTRUCTIONS

You are a member of the Settlement Class and eligible to submit a Claim Form if:

You are an individual who was notified of the February 2023 cyberattack suffered by Lewis & Clark College wherein cybercriminals potentially accessed and/or stole files containing the Private Information of approximately 48,799 individuals from Lewis & Clark College's network (the "Data Breach"). The Data Breach potentially exposed Private Information, including full names, dates of birth, Social Security numbers, driver's license or state identification numbers, passport numbers, medical information and health insurance, and financial account numbers.

The Settlement Benefits

Expense Reimbursement. Settlement Class Members 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:**

- (i) unreimbursed costs to obtain credit reports;
- (ii) unreimbursed fees relating to a credit freeze;
- (iii) unreimbursed card replacement fees;
- (iv) unreimbursed losses relating to fraud or identity theft;
- (v) unreimbursed late fees;
- (vi) unreimbursed over-limit fees;
- (vii) unreimbursed interest and fees on payday loans taken as a result of the Data Breach;
- (viii) unreimbursed bank or credit card fees;
- (ix) unreimbursed postage, mileage, and other incidental expenses resulting from the Data Breach; and
- (x) 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 must submit documentation supporting their expense reimbursement 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.

Identity Theft Protection and Credit Monitoring. Settlement Class Members are eligible to enroll in two (2) years of Credit Monitoring Services through three bureaus, which will include (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.

Alternative Cash Payment. Settlement Class Members can elect to make a claim for an alternative cash payment in lieu of expense reimbursement. No documentation is required to make this claim. The amount of the alternative cash payment 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.

QUESTIONS? VISIT WWW.LEWISANDCLARKCLAIM.COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

Your claim must be submitted online or postmarked by: **[DEADLINE]**

Unsworth, et al. v. Lewis & Clark College
 Case No. 3:24-cv-00614
 United States District Court, District of Oregon (Portland Division)

LEWIS & CLARK CLAIM

CLAIM FORM

If the total Settlement Benefits claimed exceed \$500,000.00, the amounts paid to Settlement Class Members will be prorated downwards to stay within the maximum \$500,000.00 aggregate cap.

This Claim Form may be submitted electronically via the Settlement Website at [redacted] or completed and mailed, including any supporting documentation, to: Lewis & Clark Settlement, Attn: Claim Forms, [redacted].

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this Claim Form.

First Name	Last Name	
Street Address		
City	State	Zip Code
Email Address	Telephone Number	Notice ID, if known

II. EXPENSE REIMBURSEMENT

- Check this box if you are requesting compensation for **Expense Reimbursement** up to a total of \$5,000.00. **You must submit supporting documentation demonstrating actual, unreimbursed monetary loss.**

Complete the chart below describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
<i>Example: Receipt for credit repair services</i>	\$100
TOTAL AMOUNT CLAIMED:	

- You must check this box to attest that the out-of-pocket expenses and charges you listed above actually occurred and arose from the Data Breach.

QUESTIONS? VISIT [WWW.\[redacted\].COM](http://WWW.[redacted].COM) OR CALL TOLL-FREE 1-[redacted]

Your claim must be submitted online or postmarked by: **[DEADLINE]**

Unsworth, et al. v. Lewis & Clark College
Case No. 3:24-cv-00614
United States District Court, District of Oregon (Portland Division)

LEWIS & CLARK CLAIM

CLAIM FORM

III. CREDIT MONITORING SERVICES

Check this box if you wish to enroll in Identity Theft Protection and Credit Monitoring Services for two (2) years.

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.

IV. ALTERNATIVE CASH PAYMENT

Check this box if you wish to receive an alternative cash payment in lieu of expense reimbursement.

V. PAYMENT SELECTION

Please select **one** of the following payment options:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your Venmo account: ____-____-____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____-____-____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

Physical Check - Payment will be mailed to the address provided in Section I above.

VI. ATTESTATION & SIGNATURE

I swear and affirm under penalty of perjury that the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Claims Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

QUESTIONS? VISIT **WWW._____.COM** OR CALL TOLL-FREE 1-**XXX-XXX-XXXX**

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON (PORTLAND DIVISION)

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 a \$500,000.00 aggregate cap 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 [WEBSITE](#) or call toll-free 1-[XXX-XXX-XXXX](#).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY: DEADLINE	Submitting a valid Claim Form is the only way you can receive Credit Monitoring Services, Expense Reimbursement, or an Alternative Cash Payment.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY: DEADLINE	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: DEADLINE	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 [WEBSITE](#) or call toll-free 1-[XXX-XXX-XXXX](#)

WHAT THIS NOTICE CONTAINS

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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 Claims 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 [WEBSITE](#).

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 Claims Administrator by calling toll-free at 1-XXX-XXX-XXXX or by visiting the Settlement Website at [WEBSITE](#).

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 \$500,000.00 aggregate cap 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 [WEBSITE](#) 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.
- Alternative Cash Payment: In lieu of Expense Reimbursement, Settlement Class Members can claim an alternative cash payment. 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 Alternative Cash Payment?

Settlement Class Members can elect to make a claim for an alternative cash payment 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 alternative cash payment 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 Alternative Cash Payment.

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 **WEBSITE**, or you may request one by mail by calling 1-XXX-XXX-XXXX. Read the instructions carefully, fill out the Claim Form, and submit it online, or mail it postmarked no later than **Month Day, 2025** to: Lewis & Clark Settlement, c/o Claims Administrator, **insert address**.

12. How will claims be decided?

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

13. When will I get my payment?

The Court will hold a Final Fairness Hearing at **_:0 .m. on Month Day, 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 Claims Administrator by emailing **EMAIL ADDRESS**.

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 **Month Day, 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 **WEBSITE**. 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 **Month __, 2025** to:

Lewis & Clark Settlement
 [insert address]

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 **the Objection Date** 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 **Time** on **Month Day Year**, in Courtroom located at **Address of the Courthouse**. 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 **WEBSITE**, or by writing to Claims Administrator:

Lewis & Clark Settlement
c/o Claims Administrator
INSERT ADDRESS
EMAIL ADDRESS

28. How do I get more information?

For more information, please visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**. You can also contact the Claims Administrator by mail or email.

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

EXHIBIT C

Legal Notice**TO BE OPENED
BY THE INTENDED
RECIPIENT ONLY.**

A court authorized this Notice.

*This is not a solicitation from a
lawyer.*

Lewis & Clark College Settlement
c/o Claims Administrator

Insert Address

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

NOTICE ID: «NOTICE ID» «FIRST NAME» «LAST NAME» «ADDRESS»	LEWIS & CLARK COLLEGE DATA INCIDENT CLAIM FORM	«Barcode»
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Complete this Claim Form if you wish to receive Credit Monitoring and/or an Alternative Cash Payment. If you want to submit a claim for Expense Reimbursement, visit **WEBSITE** to submit your Claim Form and supporting documentation online or to download a Claim Form to complete and return by mail.

CREDIT MONITORING SERVICES

Check the box below and provide your email address if you wish to receive two (2) years of credit monitoring services. Credit monitoring codes will be sent separately after the Court grants final approval of the Settlement.

Email Address: _____

ALTERNATIVE CASH PAYMENT

Check this box if you wish to receive a alternative cash payment in lieu of expense reimbursement. The amount of the alternative cash payment 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.

PAYMENT SELECTION

PayPal Venmo Zelle Virtual Prepaid Card Check

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

Attestation & Signature: I swear and affirm under penalty of perjury that the information provided in this Claim Form is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Claims Administrator before my claim is considered complete and valid.

Signature: _____

Printed Name: _____

Date: _____

A proposed settlement has been reached in a lawsuit entitled *Unsworth, et al., v. Lewis & Clark College*, No.3:24-cv-00613 (D. Or.) relating to a February 2023 Data Breach during which cybercriminals potentially accessed and/or stole files that contained individuals' private information. The Defendant 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 the Defendant has violated any laws, but rather the resolution of disputed claims.

Am I Included? Yes. Defendant's records indicate your information may have been involved in the Data Breach.

The Settlement Benefits. The Settlement provides for a Settlement Fund of \$500,000 which will include compensation for expense reimbursement, credit monitoring, and a cash payment for Settlement Class Members who submit a Valid Claim. Please visit **WEBSITE** for complete information about the Settlement Benefits.

- **Expense Reimbursement:** Up to \$5,000 for documented, unreimbursed costs that were incurred and arose from the Data Breach.
- **Credit Monitoring:** Two (2) years of credit monitoring services.
- **Alternative Cash Payment:** Alternative Cash Payment in lieu of Expense Reimbursement.

How Do I Receive Settlement Benefits? Settlement Class Members must submit a Claim Form online at **WEBSITE** or by mailing a completed Claim Form postmarked no later than **DEADLINE** to the Claims Administrator. If you do not submit a Claim Form, you will not receive any Settlement Benefits.

What Are My Options? If you **do nothing** or **submit a Claim Form**, you will not be able to sue or continue to sue the Defendant about the claims resolved by this Settlement. If you **exclude yourself**, you will not receive any Settlement Benefits, but you will keep your right to sue the Defendant in a separate lawsuit about the claims resolved by this Settlement. If you do not exclude yourself, you can **object** to the Settlement. The deadline to exclude yourself from the Settlement or to object to the Settlement is **DEADLINE**. Visit **WEBSITE** for complete details on how to exclude yourself from, or object to, the Settlement.

The Final Fairness Hearing. The Court will hold a Final Fairness Hearing at **TIME**, on **DATE**, in Courtroom **XX** located at **INSERT COURT ADDRESS**. 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, costs, and expenses in an amount not to exceed one third of the Settlement Fund (, and service awards in the amount of \$2,500.00 for each of the five (5) Class Representatives. If there are objections, the Court will consider them.

This Notice is only a Summary. For additional information, please visit **WEBSITE** or call toll-free 1-**XXX-XXX-XXXX**. You may also write to the Claims Administrator at **EMAIL ADDRESS** or by mail to: Lewis & Clark College Data Incident, **_____**.

Lewis & Clark College Data Incident
c/o Claims Administrator
Insert Address