

Exhibit A

INDIANA COMMERCIAL COURT

STATE OF INDIANA) IN THE MARION SUPERIOR COURT
) SS:
COUNTY OF MARION) CAUSE NO. 49D01-2512-CE-056640

JUSTIN MCLAUGHLIN and ATURINA
ESHW, on behalf of themselves and all others
similarly situated,

Plaintiff,

v.

TAYLOR UNIVERSITY,

Defendant.

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the above-styled action, Cause No. 49D01-2512-CE-056640, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant Taylor University (“Defendant”) is a private Christian college in Upland, Indiana.

2. In the course of providing educational services, Defendant collects, maintains, and stores certain personal information of individuals, including employees, students and prospective students, donors, and others. The information may include names, addresses, phone numbers, email addresses, dates of birth, Social Security numbers, photo identification, employer

¹ All capitalized terms herein shall have the same meanings as those defined in Section II below.

information, and other information.

3. On May 18, 2023, Defendant became aware of a cybersecurity incident that occurred between February 26, 2023, and May 18, 2023, wherein a criminal third party gained unauthorized access to Defendant's network, and as a result may have accessed the Private Information of approximately 34,362 individuals.

4. Following the Data Incident, Defendant mailed notification letters to the individuals whose information may have been impacted in the Data Incident.

5. Following Defendant's mailing of notification letters, one lawsuit was filed in the Northern District of Indiana, captioned as *Justin McLaughlin and Aturina Eshw v. Taylor University*, Case No. 1:23-cv-00527-HAB-ALT.

6. On February 23, 2024, Defendant filed its motion to dismiss the complaint.

7. On March 15, 2024, Plaintiffs filed their opposition to the motion to dismiss.

8. On September 23, 2024, the Northern District of Indiana granted in part and denied in part the motion to dismiss. Plaintiffs' remaining claims against Defendant were for negligence, negligence per se, and breach of contract.

9. On October 8, 2024, Plaintiffs and Defendant served discovery requests on each other, including interrogatories and requests for production of documents.

10. The parties exchanged discovery responses and documents throughout the course of the litigation.

11. While engaged in discovery, the Parties decided to explore resolution and scheduled a mediation with experienced class action mediator, Bruce Friedman of JAMS.

12. On November 3, 2025, the Parties engaged in a full-day mediation with experienced mediator Bruce Friedman. The Parties did not reach a settlement during mediation but continued

to engage in negotiations with the assistance of Mr. Friedman. On November 5, 2025, Mr. Friedman made a mediator's proposal. On November 12, 2025, the Parties agreed to the mediator's proposal and reached an agreement in principle to resolve the action on a class-wide basis.

13. Plaintiffs then dismissed their federal case, and instead filed this action in state court, captioned *Justin McLaughlin and Aturina Eshw v. Taylor University*, Cause No. 49D01-2512-CE-056640, pending in the Marion County Superior Court, Indiana.²

14. The Complaint alleges claims for negligence, negligence per se, breach of express/implied contractual duty, unjust enrichment, invasion of privacy, bailment.

15. The Parties now agree to settle the Action entirely and enter into this Settlement Agreement, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do

² Defendant consents to jurisdiction and venue for purposes of Settlement and this Action only.

not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

16. “**Action**” means the putative class action lawsuit entitled: *Justin McLaughlin and Aturina Eshw v. Taylor University*, Cause No. 49D01-2512-CE-056640, pending in the Marion County Superior Court, Indiana.

17. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this agreement, and all exhibits attached hereto, between the Plaintiffs and Defendant.

18. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees, reimbursement for costs, and for Service Awards for the Class Representatives.

19. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who elected to submit a Claim under Section IV herein. As set forth under Section IV, Settlement Class Members may submit a Claim for reimbursement of: (1) documented out-of-pocket losses, not to exceed \$4,000.00 per person; and (2) up to four hours of lost time at \$20.00/hour; or, alternatively, (3) elect an alternative cash payment of \$45.00.

20. “**Claim**” means the submission of a Claim Form by a Claimant for Settlement Benefits made under the terms of this Agreement.

21. “**Claim Form**” means the proof of claim, substantially in the form attached hereto

as *Exhibit 3*, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

22. “**Claim Form Deadline**” means the postmark and/or online submission deadline for Claims, which shall be 90 days after the Notice Date and shall be the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for Settlement Class Benefits.

23. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine the validity of all Claims.

24. “**Claimant**” means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

25. “**Class Counsel**” means Lynn A. Toops, Amina A. Thomas, and Taylor E. Cody of CohenMalad, LLP, J. Gerard Stranch, IV and Grayson Wells of Stranch, Jennings & Garvey, PLLC, and Samuel J. Strauss and Raina C. Borrelli of Strauss Borrelli PLLC.

26. “**Class List**” means the list of Settlement Class Members provided to the Settlement Administrator by the Defendant for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant's records. To the extent available, the Class List shall include the Settlement Class Members' full names, last known addresses, and email addresses (if any).

27. “**Class Representatives**” means the Plaintiffs.

28. “**Complaint**” means the putative class action complaint filed by Plaintiffs in this Action on December 1, 2025.

29. “**Court**” means the Marion County Superior Court, Indiana, and the Judge(s)

assigned to the Action.

30. “**Credit Monitoring**” means the two years of three-bureau credit monitoring product offered through IDX that Settlement Class Members may elect as a benefit in the Settlement.

31. “**Data Incident**” means the May 2023 cybersecurity incident, discovered on or about May 18, 2023, in which a criminal third party gained unauthorized access to Defendant’s networks, and may have accessed the Private Information of approximately 34,362 individuals.

32. “**Defendant**” means Taylor University, the defendant in the Action.

33. “**Defendant’s Counsel**” means Lisa A. Houssiere and Georgia L. Bennett of Baker & Hostetler LLP and Philip R. Zimmerly and Tyler J. Moorhead of Bose McKinney & Evans LLP.

34. “**Effective Date**” means the day after the Final Approval Order is entered if there are no objections to the Settlement, or if there are objections, the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

35. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and is consistent with all material provisions of this Agreement.

36. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider the application for Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards and determine the fairness, adequacy, and

reasonableness of the Settlement. The hearing may be held remotely, and if so, instructions will be posted on the Settlement Website.

37. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval.

38. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2* that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

39. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

40. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

41. “**Notice**” means the Postcard Notice, and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

42. “**Notice Date**” means the first day by which Notice is issued to the Settlement Class Members and will occur no later than 30 days after the Court’s entry of the Preliminary Approval Order.

43. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and includes Postcard Notice, Long Form Notice, Settlement Website, toll-free Settlement phone number, and email notice, if required.

44. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a

Settlement Class Member who has submitted an invalid Claim.

45. “**Objection Deadline**” means the last day on which a Settlement Class Member may file an objection to the Settlement, which will be 60 days after the Notice Date.

46. “**Opt-Out Deadline**” means the last day on which a Settlement Class Member may submit a request to opt-out of the Settlement, which will be 60 days after the Notice Date.

47. “**Party**” means either Plaintiffs or Defendant, and “**Parties**” means Plaintiffs and Defendant collectively.

48. “**Plaintiffs**” means Justin McLaughlin and Aturina Eshw.

49. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that the Settlement Administrator may disseminate to Settlement Class Members by mail.

50. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

51. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*.

52. “**Private Information**” means names, addresses, phone numbers, email addresses, dates of birth, Social Security numbers, photo identification, employer information, and other information.

53. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description

whatsoever, based on any federal, state, local, statutory, common law, or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

54. “**Released Parties**” means Defendant and Defendant’s past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees, and any other person acting on Defendant’s behalf, in their capacity as such.

55. “**Releases**” means the releases and waiver set forth in Section XI of this Agreement.

56. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

57. “**Service Awards**” means the payment the Court may award the Plaintiffs for serving as Class Representatives, not to exceed \$5,000.00 for each Class Representative or \$10,000.00 total, which is in addition to any Valid Claim for Settlement Class Member Benefits. The Service Awards shall be paid by Defendant separate from the Settlement Class Member Benefits.

58. “**Settlement Administrator**” means RG2 Claims Administration LLC, the third-party notice and claims administrator jointly selected by the Parties.

59. “**Settlement Administration Costs**” means all reasonable costs and fees incurred by the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment, subject to the agreement between RG2 and

Defendant.

60. “**Settlement Class**” means all living individuals in the United States who were mailed Notice, including notice of this Settlement, that their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant and any entity in which Defendant has a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; (d) Settlement Class Members who submit a valid opt-out request prior to the Opt-Out Deadline; and (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident, or who pleads *nolo contendere* to any such charge.

61. “**Settlement Class Member**” means any member of the Settlement Class who has not opted out of the Settlement.

62. “**Settlement Class Member Benefits**” means the Cash Payment and Credit Monitoring benefit described herein.

63. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

64. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and

truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency will result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

65. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

IV. Settlement Consideration

66. The Defendant has agreed to pay all reasonable Settlement Administration Costs, Valid Claims for Cash Payments to Settlement Class Members and for the Valid Claims for Credit Monitoring submitted by Settlement Class Members, and any Court-awarded Attorneys' Fees, Costs, and Service Awards, not to exceed \$300,000.00 for attorneys' fees and costs, and not to

exceed \$5,000.00 for each Service Award, or \$10,000.00 total.

67. Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment and/or Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release all Released Claims against the Released Parties, be bound by this Agreement, and will not receive a Settlement Class Member Benefit.

a. Settlement Class Member Benefits

Settlement Class Member Benefits. Settlement Class Members shall have the opportunity to submit a claim for settlement benefits on or before the Claim Form Deadline. All Settlement Class Members are eligible to receive and may submit a claim for Credit Monitoring. In addition to Credit Monitoring, Settlement Class Members may also qualify and submit a claim for documented out-of-pocket losses and lost time. In the alternative to the Credit Monitoring, documented out-of-pocket losses, and lost time, Settlement Class Members may submit a claim for an alternative cash payment.

Documented Out-of-Pocket Losses. Settlement Class Members may submit a claim for reimbursement of documented out-of-pocket losses, not to exceed \$4,000.00 per Settlement Class Member. To be eligible for documented out-of-pocket loss reimbursement, the Settlement Class Member must attest under penalty of perjury to incurring documenting losses, and that those losses were reasonably related to the Data Incident. Settlement Class Members also must submit reasonable documentation supporting the out-of-pocket losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include, receipts, data charges (if charged based on the amount of data used), fax, postage, copying,

mileage, or cell phone charges (only if charged by the minute). Self-prepared documents or receipts, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the Credit Monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

Lost Time. Settlement Class Members may also submit a Claim Form for reimbursement of time spent remedying issues related to the Data Incident for up to 4 hours at a rate of \$20.00 per hour. No documentation must be submitted in connection with claims for lost time, but Settlement Class Members must attest that the time claimed was actually spent as a result of the Data Incident.

Credit Monitoring. Settlement Class Members may also submit a Claim Form to accept two years of three-bureau credit monitoring product offered through IDX.

Alternative Cash Payment. In the alternative to the Credit Monitoring, documented out-of-pocket losses, and lost time, Settlement Class Members may submit a claim for an alternative cash payment in the amount of \$45.00. Settlement Class Members will not need to supply any documentary proof to select this option.

68. Settlement Administration Costs

The Settlement Administrator shall provide payment instructions, a properly completed and duly executed IRS Form W-9, and a statement of the estimated Settlement Administration

costs to Defendant within 7 days of the entry of the Preliminary Approval Order. Within 21 days following the entry of the Preliminary Approval Order, Defendant shall cause to be deposited the costs, as estimated by the Settlement Administrator as necessary to commence the Notice Program. Defendant shall be solely responsible for the payment of all reasonable Settlement Administration Costs. The Settlement Administrator and the Defendant will enter into a separate agreement related to the payment of the Settlement Administration Costs.

69. Information Security Improvements

Upon request, Defendant will provide to Plaintiffs a confidential declaration setting forth the additional security measures and remedial measures it has implemented following the Data Incident and associated costs. The costs of such improvements will be paid separate and apart from all other Settlement Class Member Benefits.

70. Aggregate Cap on Settlement

Defendant will pay valid and timely submitted claims for each of the categories described above in ¶ 67a. above, with the exception of the Credit Monitoring, which is not subject to the Aggregate Cap, the Settlement Administration Costs described in ¶ above, and Service Awards, Attorneys' Fees, and Costs described in Section X. below, subject to an aggregate cap of \$700,000.00.

V. Settlement Approval

71. Within 10 day of Plaintiffs and Defendant executing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices

of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Lynn A. Toops, Amina A. Thomas, Taylor E. Cody, J. Gerard Stranch, IV, Grayson Wells, Samuel J. Strauss and Raina C. Borrelli as Class Counsel; (7) appoint the Plaintiffs as the Class Representatives; (8) appoint RG2 as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

72. The Parties agree that, subject to Court approval, RG2 shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and the state of Indiana.

73. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims.

74. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class Postcard Notice and sending out Long Form Notices and Claim Forms

- upon request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;
- b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
 - c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
 - d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
 - e. Responding to any mailed Settlement Class Member inquiries;
 - f. Processing all opt-out requests from the Settlement Class;
 - g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
 - h. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice

Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

- i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for Settlement Class Member Benefits;
- j. Collecting from Defendant and/or its insurer(s) payments necessary to pay Valid Claims;
- k. Distributing Cash Payments, including ensuring activation codes for Credit Monitoring are sent to Settlement Class Members who file Valid Claims; and
- l. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement Class Member Benefits have been properly distributed.

VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

75. Defendant will make available to the Settlement Administrator the Class List no later than 10 days after entry of the Preliminary Approval Order.

76. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. The dissemination of the Notices shall be completed within 15 days of the Notice Date.

77. Settlement Class Members shall be sent a Postcard Notice.

78. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 14 days before the Opt-Out and Objection Deadlines, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces. The Settlement Administrator shall perform an email notice to any Settlement Class Member for whom an email address is known but for whom the Postcard Notice was not effective, if Defendant has such Settlement Class Member's email address in its records. Such email notice shall contain materially similar information and language to the Postcard Notice.

79. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the last day of the Objection Deadline for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

80. The Settlement Administrator shall establish the Settlement Website no later than

the day before the Notice Date. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

81. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The opt-out request must: (a) be personally signed by the Settlement Class Member; (b) include the name and number of the proceeding; (c) contain the requestor's full name, mailing address, telephone number, and email address (if any); and (d) include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement, including the Releases and Released Claims, even if that Settlement Class Member does not submit a Valid Claim. "Mass" or "class" opt-outs filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members that do not include the required information for each Settlement Class Member that seeks to opt-out, and that has not been signed by each and every individual Settlement Class Member that seeks to opt-out will not be allowed.

82. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by

U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

83. For an objection to be considered by the Court, the objection must also set forth:
 - a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. the name and number of the proceeding;
 - c. information that proves that the objector is a Settlement Class Member (such as the notice received);
 - d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - e. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - f. the identity of all counsel who represent the objector, including any former or

current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

- g. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- h. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- k. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

VIII. Claim Form Process and Disbursement of Cash Payments

84. The Notices and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

85. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form. Claim Forms must be submitted online or postmarked by the Claim Form Deadline.

86. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

87. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

88. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and

Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

89. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

90. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;

- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class;
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

91. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

92. The Settlement Administrator shall provide all information gathered in

investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

93. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

94. No later than 30 days after the Effective Date, the Settlement Administrator shall distribute payment for all Valid Claims for Settlement Class Member Benefits.

95. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 30 days to select their form of payment following such email from the Settlement Administrator. Settlement Class Members who do not provide correct or complete information to receive an electronic payment shall receive a paper check in the mail. Paper checks must be negotiated within 90 days of issuance. Any member of the Settlement Class who does not cash their check within the aforementioned period may petition the Settlement Administrator within 30 days of the expiration of their uncashed check to reissue their check and, good cause providing, the Settlement Administrator will issue a new check. Members of the Settlement Class are entitled to only one petition on this basis, and any check reissued for such reasonable circumstances will expire within 30 days of reissuance. Settlement Class Members who do not timely cash their Settlement checks and who fail to petition for a reissuance will be considered as having waived

any right to a Cash Payment under the Settlement Agreement. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures, but in no event longer than 60 days, to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds, and shall be bound by the Settlement Agreement and the terms herein.

IX. Final Approval Order and Final Judgment

96. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

97. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among

other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Service Awards, Attorneys' Fees, and Costs

98. **Service Awards.** Class Counsel, on behalf of the Class Representatives, may seek, and Defendant will not oppose, Service Awards of up to \$5,000.00 each or \$10,000.00 total, subject to Court approval. The Service Awards shall be payable separate from the Settlement Class Member Benefits. Within 30 days of the Effective Date, Defendant shall pay or cause to be paid the Court-approved Service Awards via wire transfer to Class Counsel. At least 10 days prior to the Effective Date, Class Counsel will provide all payment routing information and necessary forms, including a properly completed and duly executed IRS Form W-9 and instructions for payment on bank letterhead or a copy of a voided check, to Defendant to effectuate payment.

99. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court, and Defendant will not oppose, for an award of attorneys' fees and costs of up to \$300,000.00, to be paid by Defendant separate from Defendant's obligation to pay Settlement Administration Costs and the Valid Claims for Settlement Class Member Benefits. Within 30 days of the the Effective Date, Defendant shall pay or cause to be paid the Court-approved attorneys' fees and cost award via wire transfer to Class Counsel. At least 10 days prior to the Effective Date, Class Counsel will provide all payment routing information and necessary forms, including a properly completed and duly executed IRS Form W-9 and instructions for payment on bank letterhead or a copy of a voided check, to Defendant to effectuate payment.

100. This Settlement is not contingent on approval of Plaintiffs' request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after the Parties reached an agreement as to all material terms of the Settlement.

XI. Releases

101. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and irrevocably released, acquitted, relinquished, and forever discharged the Released Parties from any and all Released Claims, and shall be forever barred from instituting maintaining or prosecuting any and all liabilities, rights, claims, actions, causes of actions, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort, or

any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to the Data Incident that the Releasing Parties may have or had. Each Party expressly waives state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542. The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

102. Settlement Class Members who opt-out of the Settlement on or before the Opt-Out Deadline do not release their individual claims and will not obtain any Settlement Class Member Benefits under the Settlement.

103. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) except as provided for in ¶ 102, Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim

against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XII. Termination of Settlement

104. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

105. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated. Additionally, Defendant may, in its sole discretion, void the Settlement if the number of opt-outs exceeds a number mutually agreed upon by the Parties, by notifying Settlement Class Counsel and the Court in writing within ten (10) business days from the date the Settlement Administrator provides the list of Opt-Outs to Defendant.

106. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action

or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XIII. Effect of Termination

107. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

108. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability

109. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant maintains that Plaintiffs' claims do not have merit and has denied and continues to deny each of the claims and contentions alleged in any complaint, including the Complaint, and denies all liability and all allegations of wrongdoing. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise.

Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

110. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims and conducted discovery. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

111. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of 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.

112. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) 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 Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

113. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a

full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XV. Miscellaneous Provisions

114. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Settlement Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement Agreement to its attorneys, Members, partners, insurers, reinsurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations. Nothing in this provision shall be construed to prevent Class Counsel from using the publicly available version of this Settlement Agreement as a comparable settlement in future negotiations, nor shall this provision be construed to prevent Class Counsel from listing the publicly available version of this Settlement on its website or in leadership applications to show Class Counsel's experience.

115. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine or gender neutral, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

116. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

117. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

118. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

119. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

120. ***No Conflict Intended.*** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

121. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Indiana, without regard to the principles thereof regarding choice of law.

122. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

123. **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 also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. Defendant consents to jurisdiction and venue for purposes of Settlement and this Action only. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

124. **Notices.** All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Lynn A. Toops
Amina A. Thomas
Taylor E. Cody
COHENMALAD LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204
Telephone: 317.636.6481
Facsimile: 317.636.2593

ltoops@cohenmalad.com
athomas@cohenmalad.com
tcody@cohenmalad.com

J. Gerard Stranch, IV
Grayson Wells
STRANCH, JENNINGS & GARVEY, PLLC
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
Telephone: 615.254.8801
gstranch@stranchlaw.com
gwells@stranchlaw.com

Samuel Strauss
Raina Borrelli
STRAUSS BORRELLI PLLC
One Magnificent Mile
980 N. Michigan Avenue, Suite 1610
Chicago, IL 60611
sam@straussborrelli.com
raina@straussborrelli.com

If to Defendant or Defendant's Counsel:

Lisa A. Houssiere
BAKER & HOSTETLER LLP
811 Main Street, Suite 1100
Houston, TX 77002
Telephone: 713.646.1318
Facsimile: 713.751.1717
lhousiere@bakerlaw.com

Georgia L. Bennett
BAKER & HOSTETLER LLP
1170 Peachtree Street NE, Suite 2400
Atlanta, GA 30309
Telephone: 404.946.9841
Facsimile: 404.459.0050
gbennett@bakerlaw.com

Philip R. Zimmerly
Tyler J. Moorhead
BOSE MCKINNEY & EVANS LLP
111 Monument Circle, Suite 2700

Indianapolis, IN 46204
Telephone: 317.684.5000
Facsimile: 317.684.5173
PZimmerly@boselaw.com
TMoorhead@boselaw.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

125. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

126. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

127. ***Authority.*** Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

128. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

129. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter 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 Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

130. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement, and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signature Page to Follow

CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)

Lynn Toops

LYNN A. TOOPS
COHENMALAD, LLP

TAYLOR UNIVERSITY

Signed by:

Christopher Jones

F31A7FDBDC55479...
CHRIS JONES

Vice President, Chief of Staff & Chief Information Officer

COUNSEL FOR TAYLOR UNIVERSITY

Signed by:

Lisa Houssiere

E59EA1606453464...
LISA A. HOUSIERE

BAKER HOSTETLER LLP

Exhibit 1

Court Approved Legal Notice

Justin McLaughlin and Aturina Eshw
v. Taylor University, Cause No.
49D01-2512-CE-056640 (Marion
Cnty. Sup. Ct., Ind.)

A court has authorized this Notice.

*This is not a solicitation from a
lawyer.*

www.xxxxxxxx.com

1-xxx-xxx-xxxx

More Information: Complete
information about your rights and
options, as well as the Claim Form,
the Long Form Notice, and
Settlement Agreement are available
at www.xxxxxxxx.com or by calling
toll free 1-xxx-xxx-xxxx.

Taylor University Data Incident Settlement
c/o Settlement Administrator

P.O. Box 59479

Philadelphia, PA 19102-9479

«ScanString»

Postal Service: Please do not mark barcode

Unique Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

NOTICE ID: «NOTICE ID»
NAME: «NAME»
ADDRESS: «ADDRESS»

TAYLOR UNIVERSITY
DATA INCIDENT CLAIM FORM

«barcode»

Complete this Claim Form if you wish to receive Credit Monitoring or an Alternative Cash Payment.

Documented Out-of-Pocket Losses/Lost Time

Visit [WEBSITE](#) to submit a claim for Reimbursement of Documented Out-of-Pocket Losses, Compensation for Lost Time.

Credit Monitoring

Check this box if you wish to receive two years of three-bureau credit monitoring. Provide your email address:

_____@_____

OR

Alternative Cash Payment

Check this box if you wish to receive a one-time cash payment of \$45.00.

Select one of the following payment methods:

PayPal Venmo Check

Please provide your email address. You will receive an email at the email address provided after final approval prompting you to select how you would like to be paid.

Email Address: _____

Certification By submitting this Claim Form, I certify that I am eligible to make a claim in this Settlement and that the information provided in this Claim Form is true and correct. I declare under penalty of perjury under the laws of the Indiana that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this claim or additional information from me.

Signature: _____ **Printed Name:** _____ **Date:** _____

A proposed Settlement arising out of a data security incident has been reached with Taylor University. Between February 26, 2023 and May 18, 2023, a criminal third party gained unauthorized access to Taylor University's network (the "Data Incident"). The personal information of certain individuals may have been impacted in the Data Incident. This information may have included names, addresses, phone numbers, email addresses, dates of birth, Social Security numbers, photo identification, employer information, and other information. Taylor University disagrees with Plaintiffs' claims and denies any liability or wrongdoing.

Who is Included? Class Members include all living individuals in the United States who were mailed notice, including notice of this Settlement, that their private information may have been impacted in the Data Incident.

What does the Settlement Provide? Taylor University has agreed to pay for: (1) Reimbursement of Documented Out-of-Pocket Losses, Compensation for Lost Time, and/or Credit Monitoring, or, alternatively, Cash Payments; (2) Settlement Administration Costs; (3) Service Awards to the Class Representatives (if awarded by the Court); and (4) Attorneys' Fees and Costs (if awarded by the Court). Claimants may select **one** of the following forms of Settlement Class Member Benefits:

- **Category 1: Reimbursement of Documented Out-of-Pocket Losses, Compensation for Lost Time, and/or Credit Monitoring** – reimbursement for certain documented losses, i.e., money spent or fees incurred that are more likely than not related to the Data Incident (up to \$4,000.00); compensation for up to four hours of lost time at \$20.00/hour for time spent responding to the Data Incident (up to \$80.00); and/or two years of three-bureau credit monitoring offered through IDX ; OR
- **Category 2: Alternative Cash Payment** – a \$45.00 one-time cash payment.

How To Get Benefits: You must complete and file a Claim Form online or by mail postmarked by **DATE**, including submitting required reasonable documentation. You can file your Claim Form online at www.xxxxxxxx.com. You may also get a paper Claim Form on the Settlement Website, or by calling the toll-free number, and submit by mail.

Your Other Options: If you do not want to be legally bound by the Settlement, you must exclude yourself by **DATE**. If you do not exclude yourself, you will release any claims you may have against Taylor University or the Released Parties (as defined in the Settlement Agreement) related to the Data Incident, as more fully described in the Settlement Agreement, available on the Settlement Website. If you do not exclude yourself, you may object to the Settlement by **DATE**.

The Final Approval Hearing: The Court will hold a Final Approval Hearing on **[FA Hearing Date] at [Hearing Time] Eastern Time**, in Room [Court Room] of the Marion County Superior Court, Indiana at [Court Address] or by virtual means. At the hearing the Court will decide: (1) whether to approve the Settlement, (2) whether to approve Class Counsel's request for attorneys' fees and costs, and (3) whether to award Service Awards to the Class Representatives. The Court will also consider any objections. You or your

attorney may request to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check the Settlement Website for those details.

**Business
Reply Mail**

**Taylor University Data Incident Settlement
c/o Settlement Administrator
P.O. Box 59479
Philadelphia, PA 19102-9479**

Exhibit 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Justin McLaughlin and Aturina Eshw v. Taylor University
Cause No. 49D01-2512-CE-056640
Marion County Superior Court, Indiana

IF YOU WERE SENT NOTICE THAT YOUR PRIVATE INFORMATION MAY HAVE BEEN IMPACTED IN THE MAY 2023 TAYLOR UNIVERSITY DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO SETTLEMENT CLASS MEMBER BENEFITS.

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Taylor University (“Taylor University” or “Defendant”) in a proposed class action lawsuit. This case involves a May 2023 cybersecurity incident in which a criminal third party gained unauthorized access to Defendant’s network (the “Data Incident”). The personal information of certain individuals may have been impacted in the Data Incident. This information may have included names, addresses, phone numbers, email addresses, dates of birth, Social Security numbers, photo identification, employer information, and other information.
- The lawsuit is styled *Justin McLaughlin and Aturina Eshw v. Taylor University*, Cause No. 49D01-2512-CE-056640. It is pending in the Marion County Superior Court, Indiana (the “Litigation”).
- Taylor University denies that it did anything wrong, and denies all claims, allegations, and liability. The Court has not made a determination that Taylor University did anything wrong.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- You have been identified as a Settlement Class Member, and you may be entitled to benefits under the Settlement.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.	Submitted or postmarked on or before [REDACTED], 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no Settlement Class Member Benefits. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	Submitted or postmarked on or before [REDACTED], 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement Class Member Benefits.	Received on or before [REDACTED], 2026
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant or the Released Parties related to the Released Claims.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

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Basic Information

1. Why was this Notice issued?

The Marion County Superior Court, Indiana, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is styled *Justin McLaughlin and Aturina Eshw v. Taylor University*, Cause No. 49D01-2512-CE-056640. It is pending in the Marion County Superior Court, Indiana. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Taylor University, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that, in May 2023, Defendant became aware of a cybersecurity incident that occurred between February 26, 2023 and May 18, 2023, wherein a criminal third party gained unauthorized access to Defendant’s network. The personal information of certain individuals may have been impacted in the Data Incident. This information may have included names, addresses, phone numbers, email addresses, dates of birth, Social Security numbers, photo identification, employer information, and other information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Justin McLaughlin and Aturina Eshw. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The Court has defined the Class this way: “All living individuals in the United States who were mailed Notice, including notice of this Settlement, that their Private Information may have been impacted in the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) all persons who are directors and officers of Defendant and any entity in which Defendant has a controlling interest; (2) governmental entities; (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; (4) Settlement Class Members who submit a valid opt-out request prior to the Opt-Out Deadline; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident, or who pleads *nolo contendere* to any such charge.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Taylor University Data Incident Settlement
c/o Settlement Administrator
P.O. Box 59479
Philadelphia, PA 19102-9479

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Class Member Benefits

7. What does the Settlement provide?

Taylor University has agreed to pay for a number of different benefits, as described below. All Class Members may request payments from one of two **cash payment** categories:

Category 1: Select one or more of the following benefits:

- Reimbursement of Documented Out-of-Pocket Losses
- Compensation for Lost Time
- Credit Monitoring

OR

Category 2: Alternative Cash Payment

- Receive a one-time \$45.00 cash payment

CASH PAYMENTS. You may claim payments from *either* Category 1 or Category 2.

Category 1

Reimbursement of Documented Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses traceable to the Data Incident, you may submit a claim, not to exceed **\$4,000.00**. The losses must have occurred between February 26, 2023, and [**Claims Deadline**].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- postage to contact banks by mail

You need to send documented proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Compensation for Lost Time. Class Members who spent time responding to the Data Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- investigating suspicious activity in your accounts
- researching the Data Incident

You must briefly describe how you spent this time.

Credit Monitoring. Class Members are eligible to enroll in two years of three-bureau credit monitoring offered through IDX. This comprehensive service comes with \$1 million of reimbursement insurance, and includes:

- three-bureau credit monitoring and alerts
- CyberScan dark web monitoring
- fully managed identity restoration
- member advisory services
- lost wallet assistance

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

Category 2

Alternative Cash Payment. Instead of the benefits in Category 1, you may claim a one-time cash payment for **\$45.00**.

You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Taylor University Data Incident Settlement
c/o Settlement Administrator
P.O. Box 59479
Philadelphia, PA 19102-9479

8. What claims am I releasing if I stay in the Class?

If you stay in the Class, you won't be able to be part of any other lawsuit against Defendant or the Released Parties for any of the Released Claims. The "Releases" section of the Settlement Agreement (Section XI) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Class Member Benefits

9. How do I submit a claim for a Settlement benefit?

To receive a benefit under the Settlement, you must complete and submit a claim for that benefit (a "Claim"). Every Claim must be made on a form ("Claim Form") available at **WEBSITE** or by calling 1-###-###-####. Claim Forms will also be sent to Class Members as part of the postcard notice and tear-off Claim Form that will be mailed to Class Members. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by **[Claims Deadline]**. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than **[Claims Deadline]**.

11. When will the Settlement Class Member Benefits be issued?

The Court will hold a Final Approval Hearing on **[FA Hearing Date]** (*see Question 18*). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Lynn A. Toops, Amina A. Thomas, and Taylor E. Cody of CohenMalad, LLP, J. Gerard Stranch, IV and Grayson Wells of Stranch, Jennings & Garvey, PLLC, and Samuel J. Strauss and Raina C. Borrelli of Strauss Borrelli PLLC to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$300,000.00 as reasonable attorney's fees and costs of litigation. If approved, these fees and costs will be paid by Defendant.

Class Counsel will also ask for Service Award payments of \$5,000.00 for each of the Class Representatives, not to exceed \$10,000.00 total. Any approved Service Awards will also be paid by Defendant.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called “opting out.” If you opt out, you will not receive Settlement Class Member Benefits. However, you will keep any rights you may have to sue Defendant on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement Class Member Benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name and number of the Litigation: *Justin McLaughlin and Aturina Eshw v. Taylor University*, Cause No. 49D01-2512-CE-056640, pending in the Marion County Superior Court, Indiana;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Taylor University Data Incident Settlement
ATTN: Exclusion Request
P.O. Box 59479
Philadelphia, PA 19102-9479

Your Request for Exclusion must be submitted or postmarked by **[Opt-Out Deadline]**. You cannot opt out by telephone or email.

Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (*see Question 15*)

You must provide the following information for the Court to consider your objection:

- (1) the name and number of the Litigation: *Justin McLaughlin and Aturina Eshw v. Taylor University*, Cause No. 49D01-2512-CE-056640, pending in the Marion County Superior Court, Indiana;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) information that proves that you are a Class Member (such as a notice you have received);
- (4) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- (5) the number of times you have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (6) if you have hired your own lawyers, their identity, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the settlement and/or application for attorneys' fees, costs, and service awards;
- (7) the number of times in which your counsel and/or your counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which your counsel and/or your counsel's law firm have objected to a class action settlement within the preceding five years;
- (8) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (9) if you plan on calling witnesses at the Final Approval Hearing, provide a full list; and
- (10) your signature (an attorney's signature is not sufficient).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendants.

Clerk of the Court	Settlement Administrator
Clerk of the Court 675 Justice Way Indianapolis, IN 46203	Taylor University Data Incident Settlement ATTN: Objections P.O. Box 59479 Philadelphia, PA 19102-9479

Class Counsel	Counsel for Defendants
Lynn A. Toops Amina A. Thomas Taylor E. Cody COHENMALAD LLP One Indiana Square, Suite 1400 Indianapolis, IN 46204 J. Gerard Stranch, IV Grayson Wells	Lisa A. Houssiere BAKER & HOSTETLER LLP 811 Main Street, Suite 1100 Houston, TX 77002 Georgia L. Bennett BAKER & HOSTETLER LLP 1170 Peachtree Street NE, Suite 2400 Atlanta, GA30309

**STRANCH, JENNINGS & GARVEY,
PLLC**

223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203

Samuel Strauss
Raina Borrelli

STRAUSS BORRELLI PLLC

One Magnificent Mile
980 N. Michigan Avenue, Suite 1610
Chicago, IL 60611

Philip R. Zimmerly

Tyler J. Moorhead

BOSE MCKINNEY & EVANS LLP

111 Monument Circle, Suite 2700
Indianapolis, IN 46204

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Final Approval Hearing

18. When is the Final Approval Hearing?

The Court will hold a Final Approval Hearing on **[FA Hearing Date]** at **[Hearing Time]** Eastern Time, in Room **[Court Room]** of the Marion County Superior Court, Indiana at **[Court Address]** or by virtual means.

At the Final Approval Hearing, the Court will decide: (1) whether to approve the Settlement; (2) whether to approve Class Counsel's request for attorneys' fees and costs; and (3) whether to award Service Award to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (*See Question 16*).

The location, date, or time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive any benefits from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-~~XXX-XXX-XXXX~~
- By mail: Taylor University Data Incident Settlement
c/o Settlement Administrator
P.O. Box 59479
Philadelphia, PA 19102-9479

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [\[Court Address\]](#).

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

Exhibit 3

Your claim must be submitted or postmarked on or before:
[Claims Deadline]

Justin McLaughlin and Aturina Eshw v. Taylor University
Cause No. 49D01-2512-CE-056640
Marion County Superior Court, Indiana

Your claim must be submitted or postmarked on or before:
[Claims Deadline]

DATA INCIDENT SETTLEMENT CLAIM FORM

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The Court has defined the Class this way: “All living individuals in the United States who were mailed Notice, including notice of this Settlement, that their Private Information may have been impacted in the Data Incident.”

Excluded from the Settlement Class are: (1) all persons who are directors and officers of Defendant and any entity in which Defendant has a controlling interest; (2) governmental entities; (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; (4) Settlement Class Members who submit a valid opt-out request prior to the Opt-Out Deadline; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident, or who pleads *nolo contendere* to any such charge.

COMPLETE THIS CLAIM FORM IF YOU ARE A SETTLEMENT CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

SETTLEMENT BENEFITS

Taylor Universty has agreed to pay for a number of different benefits, as described below. All Class Members may request payments from one of two **cash payment** categories:

Category 1: Select one or more of the following benefits:

- Reimbursement of Documented Out-of-Pocket Losses
- Compensation for Lost Time
- Credit Monitoring

OR

Category 2: Alternative Cash Payment

- Receive a one-time \$45.00 cash payment

CASH PAYMENTS. You may claim payments from *either* Category 1 or Category 2.

Category 1

Reimbursement of Documented Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses traceable to the Data Incident, you may submit a claim, not to exceed **\$4,000.00**. The losses must have occurred between February 26, 2023, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must be submitted or postmarked on or before:
[Claims Deadline]

Justin McLaughlin and Aturina Eshw v. Taylor University
Cause No. 49D01-2512-CE-056640
Marion County Superior Court, Indiana

Your claim must be submitted or postmarked on or before:
[Claims Deadline]

DATA INCIDENT SETTLEMENT CLAIM FORM

- postage to contact banks by mail

You need to send documented proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Compensation for Lost Time. Class Members who spent time responding to the Data Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- investigating suspicious activity in your accounts
- researching the Data Incident

You must briefly describe how you spent this time.

Credit Monitoring. Class Members are eligible to enroll in two years of three-bureau credit monitoring offered through IDX. This comprehensive service comes with \$1 million of reimbursement insurance, and includes:

- three-bureau credit monitoring and alerts
- CyberScan dark web monitoring
- fully managed identity restoration
- member advisory services
- lost wallet assistance

Category 2

Alternative Cash Payment. Instead of the benefits in Category 1, you may claim a one-time cash payment for **\$45.00**.

You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Taylor University Data Incident Settlement
c/o Settlement Administrator
P.O. Box 59479, Philadelphia, PA 19102-9479

You must submit your Claim Form online or by mail no later than [Claims Deadline].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must be submitted or postmarked on or before:

[Claims Deadline]

Justin McLaughlin and Aturina Eshw v. Taylor University
Cause No. 49D01-2512-CE-056640
Marion County Superior Court, Indiana

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must be submitted or postmarked on or before:

[Claims Deadline]

IV. COMPENSATION FOR LOST TIME

If you would like to submit a claim for reimbursement for time spent remedying issues caused by Data Incident, please select how many hours (up to four) you spent. You must briefly describe how you spent this time.

I spent (select only **one**): 1 hour (\$20.00) 2 hours (\$40.00) 3 hours (\$60.00) 4 hours (\$80.00)

By checking this box I swear and affirm that I spent the amount of time identified responding to the Data Incident that impacted Taylor University (**Required.**)

V. ALTERNATIVE CASH PAYMENT

Check this box if you want to claim a one-time \$45.00 cash payment.

DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION II, III OR IV.

VI. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

PayPal
Email address, if different than you provided in Section I: _____

Venmo
Mobile number, if different than you provided in Section I: _____

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

VII. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, 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 Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Exhibit 4

INDIANA COMMERCIAL COURT

STATE OF INDIANA) IN THE MARION SUPERIOR COURT 1
) SS:
COUNTY OF MARION) CAUSE NO. 49D01-2512-CE-056640

JUSTIN MCLAUGHLIN and ATURINA
ESHW, on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

TAYLOR UNIVERSITY,

Defendant.

PRELIMINARY APPROVAL ORDER

Justin McLaughlin and Aturina Eshw (“Plaintiffs”), and Taylor University (“Defendant” or “TU”), have entered into a proposed Class Action Settlement Agreement and Release (the “Settlement”). Plaintiffs have moved the Court to grant preliminary approval to the Settlement under Indiana Rule of Trial Procedure 23(E), to approve the form and method for giving notice of the proposed Settlement to the Settlement Class, and to schedule a final approval hearing on the Settlement after the deadlines to object to, or opt out of, the Settlement have passed. The requested relief is not opposed by Defendant.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representative and Defendant (the “Parties”).
3. The Court finds that the Court will likely be able to certify the proposed Settlement Class for settlement purposes only, defined as:

All living individuals in the United States who were mailed Notice, including notice of this Settlement, that their Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are: a) all persons who are directors and officers of Defendant and any entity in which Defendant has a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; (d) Settlement Class Members who submit a valid opt-out request prior to the Opt-Out Deadline; and (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing,

aiding or abetting the criminal activity occurrence of the Security Incident, or who pleads *nolo contendere* to any such charge.

“Data Incident” means the May 2023 cybersecurity incident, discovered on or about May 18, 2023, in which a criminal third party gained unauthorized access to Defendant’s networks, and may have accessed the Private Information of approximately 34,362 individuals.

4. Specifically, the Court finds that the requirements of Indiana Trial Rules 23(A) and 23(B)(3) appear to be met:

- a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;
- b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Data Incident that predominate over questions affecting only individual members, including whether Defendant breached any duty in failing to protect class members’ data from unauthorized access;
- c. The claims of the Class Representatives are typical of the claims of the Settlement Class as they arise from the Data Incident;
- d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to the Class and Class Counsel are experienced in complex class action litigation;
- e. Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit, as the same issues relating to duty and breach in relation to the Data Incident are substantially the same for all Class Members.

5. The Court finds that Plaintiffs are adequate Class Representatives and appoints them as such. The Court likewise finds Lynn A. Toops and Amina A. Thomas of the law firm of CohenMalad, LLP to be competent and appoints them as Class Counsel.

6. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that:

- (A) the Class Representatives and Class Counsel have adequately represented the Class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class appears adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of the proposed award of attorney’s fees, including timing of payment; and
- (D) the proposal treats class members equitably relative to each other.

7. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such preliminary approval.

8. The Court likewise approves the form and method of notice provided for in the Settlement and finds that it complies with the applicable rules and the requirements of Due Process. Specifically, the Court finds that the form and method of notice (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Indiana Trial Rule 23(c); and (e) and meet the requirements of the Due Process Clause of the United States. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

9. The Court appoints RG2 Claims Administration LLC as Settlement Administrator and orders the Settlement Administrator and the Parties to implement the notice program set forth in the Settlement.

10. A final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned at _____ o’clock, on _____, 2026, at the Community Justice Campus, 675 Justice Way, Indianapolis, IN 46203, or via video or teleconference, for the purpose of: (a) determining whether the Settlement Class should be finally certified for entry of judgment on the Settlement; (b) determining whether the Settlement Agreement is fair, reasonable, and adequate and should be finally approved; (c) determining whether a Final Approval Order should be entered; and (d) considering Class Counsel’s application for an award of attorneys’ fees and expenses. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Class.

11. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement. Members of the Settlement Class who submit a timely and valid request for exclusion shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Class in accordance with the Detailed Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

12. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement.

13. Any Class Member who does not make his or her objection known in the manner provided in the Detailed Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement Agreement.

14. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement Agreement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention.

15. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before this Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant.

16. Class Counsel shall file a motion for approval of the attorneys' fees, expenses, and service awards to be paid by Defendant, along with any supporting materials, on or before the deadline provided in the Settlement.

17. If the Settlement does not become effective or is rescinded pursuant to the Settlement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Class Representatives and Defendant, and all Orders issued pursuant to the Settlement shall be vacated.

18. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

SO ORDERED.

Dated:

Hon. Christina Klineman
Indiana Commercial Court
Marion Superior Court No.1