

UNITED STATES DISTRICT COURT  
DISTRICT OF RHODE ISLAND

DANIELLA SPRINGER, WILLIAM MOORE,  
and ARIEL VOLQUEZ,

Plaintiffs,

v.

JOHNSON & WALES UNIVERSITY,

Defendant

Case No. 1:24-cv-00399-JJM-PAS  
Consolidated with Case No. 1:24-cv-00409

**CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (the “Agreement” or “Settlement Agreement”) is entered into by and between Johnson & Wales University (“Defendant” or “JWU”) and Daniella A. Springer, William A. Moore, and Ariel A. Volquez (collectively, “Plaintiffs” and, together with JWU, the “Parties”), both individually and on behalf of the Settlement Class (as defined below) in the consolidated action captioned *Springer v. Johnson & Wales University*, Case No. 1:24-cv-399 (D.R.I.).

**I. FACTUAL BACKGROUND AND RECITALS**

1. Founded in 1914, JWU is a nonprofit private university that provides undergraduate, graduate, and online education to more than 8,000 students.

2. In July 2024, JWU became aware that a third-party criminal actor had gained unauthorized access to its network (the “Security Incident”).

3. Thereafter, three putative class actions were filed in the District of Rhode Island: *Springer v. Johnson & Wales University*, Case No. 1:24-cv-399, which was filed on October 7, 2024; and *Moore v. Johnson & Wales University*, Case No. 1:24-cv-409, which was filed on October 11, 2024, and *Volquez v. Johnson & Wales University*, Case No. 1:24-cv-465, which was filed on November 12, 2024.

4. On October 18, 2024, the United States District Court for the District of Rhode Island consolidated the two cases under the caption of *Springer v. Johnson & Wales University*, Case No. 1:24-cv-399 (the “Litigation”).

5. On November 15, 2024, Plaintiffs filed an Amended Complaint in the consolidated case, adding Plaintiff Ariel A. Volquez, whose separately filed action was voluntarily dismissed the same day. Plaintiffs alleged four causes of action in the Amended Complaint: (a) negligence, (b) breach of implied contract, (c) invasion of privacy – intrusion upon seclusion, and (d) unjust enrichment/quasi contract.

6. On January 14, 2024, JWU moved to dismiss all claims asserted against it in the Litigation.

7. On April 30, 2024, the District of Rhode Island entered an Order granting in part and denying in part JWU’s Motion to Dismiss.

8. On August 7, 2025, after months of arms-length discussions, the parties reached an agreement to resolve the Litigation on the terms further detailed in this Agreement.

9. The Parties have agreed to settle the Litigation on the terms and conditions set forth in this Agreement. Notwithstanding this Agreement, JWU denies all claims of wrongdoing or liability that Plaintiffs have asserted in this Litigation. Despite JWU’s position that it is not liable for, and has meritorious defenses to, the claims alleged in the Litigation, JWU desires to settle the Litigation, and thus avoid the distraction, expense, exposure, inconvenience, risk, and uncertainty of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation, or discussion thereof is, may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability of JWU.

10. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be fully and finally settled and compromised, and that the Releasors release the Released Parties of the Released Claims, subject to the approval of the Court, on the following terms and conditions.

## II. DEFINITIONS

As used in this Settlement Agreement, the following terms have the meanings specified below:

11. **“Agreement”** or **“Settlement Agreement”** or **“Settlement”** shall mean this agreement between Plaintiffs and Defendant, including all exhibits.

12. **“Application for Attorneys’ Fees, Costs and Service Awards”** shall mean the application made with the Motion for Final Approval seeking Settlement Class Counsels’ attorneys’ fees and costs, and Service Awards for the Settlement Class Representatives.

13. **“Approved Claims”** shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

14. **“Cash Payment A”** shall mean the Settlement Class Member Benefit consisting of a maximum payment of \$1,000.00 that Settlement Class members who incurred documented losses.

15. **“Cash Payment B”** shall mean a cash payment, mutually exclusive to Documented Loss claim payments, in an amount of \$50.00, that Settlement Class members may elect, which may increase or decrease *pro rata* depending on the number of Approved Claims.

16. **“Claim”** shall mean the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

17. “**Claim Form**” shall mean the proof of claim, substantially in the form attached hereto as **Exhibit A**, which may be modified, subject to the Parties’ written approval, to meet the requirements of the Settlement Administrator.

18. “**Claims Deadline**” shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice, on the Settlement Website, and on the Claim Form.

19. “**Claimant**” shall mean an individual who submits a Claim Form.

20. “**Claims Process**” shall mean the process by which Claimants may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administration, including the procedure to approve or reject Claims.

21. “**Class List**” shall mean a list of Settlement Class members’ full names, current addresses, email addresses if available, and last known telephone numbers, as reflected in Defendant’s records, that Defendant shall prepare and provide to the Settlement Administrator following Preliminary Approval.

22. “**Counsel**” or “**Parties’ Counsel**” means both Settlement Class Counsel and JWU’s Counsel, collectively.

23. “**Court**” shall mean the United States District Court for the District of Rhode Island.

24. “**Credit Monitoring**” shall mean three years of credit monitoring from CyEx Identity Defense Complete that Settlement Class members may elect to receive.

25. “**Cy Pres**” means, subject to Court approval, the Papitto Opportunity Connection, which shall receive any Remainder Funds.

26. **“Defendant”** or **“JWU”** shall mean Johnson & Wales University.

27. **“Defendant’s Counsel”** or **“JWU’s Counsel”** shall mean Joseph A. Farside, Jr., Noah J. DiPasquale, and Timothy St. George of Troutman Pepper Locke, LLP.

28. **“Documented Losses”** shall mean actual, documented, and unreimbursed monetary loss, up to \$1,000 and mutually exclusive to Cash Payment B claims, supported by third-party documentation and a sworn affidavit attesting to the losses, if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was incurred after the date of the Security Incident; (iii) the loss was more likely than not caused by the Security Incident; and (iv) the Settlement Class Member made reasonable but unsuccessful efforts to avoid, or seek reimbursement for, the loss.

29. **“Effective Date”** shall mean the date on which all appellate rights with respect to the Final Approval Order have expired or have been exhausted in such a manner as to affirm the Final Approval Order, and when no further appeals are possible, including review by the United States Supreme Court. In no event shall the Effective Date be less than sixty (60) days from the date of the Final Approval Order.

30. **“Escrow Account”** shall mean the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

31. **“Fee and Expense Application”** shall mean the Motion to be filed by Settlement Class Counsel, in which Settlement Class Counsel seek approval of an award of attorneys’ fees and costs.

32. **“Fee Award and Expenses”** means the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Settlement Class Counsel.

33. **“Final Approval”** shall mean the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

34. “**Final Approval Hearing**” shall mean the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs and Service Awards.

35. “**Final Approval Order**” shall mean 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. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awards to Settlement Class Counsel and Service Awards to the Class Representatives. The parties agree that the proposed Final Approval Order shall be an order entered by the Court that:

- i. Certifies the Settlement Class for settlement purposes only;
- ii. Finds that the Settlement Agreement is adequate, fair, and reasonable and was entered into in good faith and without collusion and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiffs’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Releases provided for below and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Reserves jurisdiction over the settlement and this Settlement Agreement;
- vi. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing; and
- vii. Does not become final until:
  1. the time to appeal from the Final Approval Order has expired and no appeal has been timely filed; or

2. if such an appeal has been filed, all potential appeals have been finally resolved and have resulted in an affirmation of the Final Approval Order; or
3. the Court following the resolution of all potential appeals enters a further order or orders approving the Settlement Agreement on the terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

36. “**Frequently Asked Questions**” or “**FAQs**” are questions and answers to those questions that are frequently posed by Settlement Class Members about class action settlements and specifically about this Settlement Agreement that will be posted on the Settlement Website.

37. “**Litigation**” shall mean the consolidated action captioned *Springer v. Johnson & Wales University*, Case No. 1:24-cv-399, in the United States District Court for the District of Rhode Island and all consolidated member cases.

38. “**Long Form Notice**” shall mean the long form notice of the Settlement, substantially in the form attached hereto as **Exhibit C**, 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**” shall mean the motion that Plaintiffs and Settlement Class Counsel shall file with the Court (but only after obtaining review and written approval from JWU’s Counsel) seeking Final Approval of the Settlement, including Settlement Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Awards.

40. “**Motion for Preliminary Approval**” shall mean 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, which shall be in substantially similar to those attached as **Exhibits B and C**.

42. “**Notice Deadline**” means the last day by which Notice must be issued to the Settlement Class Members.

43. “**Notice and Administrative Expenses**” means all of the costs, expenses, and fees incurred in the administration of this Settlement Agreement, including, without limitation, all costs, expenses, and fees associated with providing Notice to the Settlement Class, hosting and maintaining the Settlement Website, locating Settlement Class Members, processing Claim Forms, determining the eligibility of any person to be a Settlement Class Member, administering and resolving deficiencies in submitted Claim Forms, and calculating and distributing the Settlement Fund to Settlement Class Members. Notice and Administrative Expenses also include all reasonable third-party costs, expenses, and fees incurred by the Settlement Administrator in administering this Settlement Agreement. Notice and Administrative Expenses shall be paid by the Settlement Fund.

44. “**Notice Program**” shall mean the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice and Long Form Notice.

45. “**Notice of Deficiency**” shall mean the Notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

46. “**Objection Deadline**” means the date by which a written objection to this Settlement Agreement must be postmarked and/or filed with the Court, which shall be designated as a date sixty (60) days after Notice Deadline, or such other date as ordered by the Court.

47. “**Opt-Out Deadline**” means the last day by which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the

Notice Deadline, or such other date as ordered by the Court. This deadline will also be known as the “Exclusion Deadline.” Settlement Class Members’ opt-out requests may also be referred to herein as a “Request for Exclusion.”

48. **“Party”** shall mean each of the three Plaintiffs and Defendant, and **“Parties”** shall mean Plaintiffs and Defendant, collectively.

49. **“Plaintiffs,” “Settlement Class Plaintiffs,”** or **“Settlement Class Representatives”** means Daniella A. Springer, William A. Moore, and Ariel A. Volquez.

50. **“Postcard Notice”** shall mean the postcard notice of the Settlement, substantially in the form attached hereto as **Exhibit B** that the Settlement Administrator shall disseminate to Settlement Class members by mail.

51. **“Preliminary Approval”** shall mean the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

52. **“Preliminary Approval Order”** shall mean the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as Exhibit D.

53. **“Releases”** means the releases and waiver set forth in this Agreement.

54. **“Preliminary Approval Order”** means the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement Agreement to the Settlement Class.

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

56. **“Released Claims”** shall mean any and all claims for relief that have been asserted, or could have been asserted, by any Settlement Class Member based on, relating to, concerning, or arising out of the Security Incident and the allegations, circumstances, or facts described in the operative Amended Complaint and the Litigation including, but not limited to breach of implied

contract; failure to provide adequate notice pursuant to any breach notification statute or common law duty; invasion of privacy; negligence; negligence *per se*; unjust enrichment; and including any claims for relief including, but not limited to, any and all claims for attorneys' fees and costs, damages, declaratory relief, disgorgement, equitable relief, exemplary damages, expenses, fines, injunctive relief, penalties, punitive damages, restitution, special damages, specific performance, statutory damages, and any other form of relief..

57. **“Released Parties”** means JWU and any of its past, present, and future affiliates, assigns, predecessors, subsidiaries, and successors, and its past, present, and future advisors, agents, attorneys, Board of Trustees, consultants, directors, employees, independent contractors, insurers, joint venturers, officers, owners, partners, representatives, shareholders, and trustees, and the assigns, predecessors, subsidiaries, and successors of each of them.

58. **“Releasing Parties”** shall mean, jointly and severally, and individually and collectively, Plaintiffs and Settlement Class Members and their respective past, present, and future accountants, agents, administrators, assigns, attorneys, beneficiaries, conservators, devisees, executors, estates, financial and other advisors, heirs, receivers, trustees, and any other representatives of any of these persons and entities and anyone claiming by, through, or on behalf of them.

59. **“Remainder Funds”** means any funds that remain in the Settlement Fund after all deductions any payments from the Settlement Fund provided for in this Settlement Agreement have been made. The Remainder Funds will be sent to the Court-approved *Cy Pres* recipient.

60. **“Security Incident”** shall mean the unauthorized access by a third-party criminal actor of JWU's network discovered in July 2024.

61. **“Service Awards”** shall mean the awards that Settlement Class Counsel will request the Court approve for the Plaintiffs for serving as Settlement Class Representatives.

62. “**Settlement Administrator**” shall mean, subject to Court approval, Epiq Class Action and Claims Solutions, Inc (“Epiq”).

63. “**Settlement Class**” shall mean “All persons on the list of persons to whom Johnson & Wales University arranged to have sent a notice of the ‘Security Incident,’ [*i.e.*, the security incident identified in the letter dated September 19, 2024, sent to Plaintiffs and the subject of the Amended Complaint], excluding those persons identified as being excluded in the Amended Complaint” (i.e., “Defendant and Defendant’s parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.”).

64. “**Settlement Class Counsel**” shall mean Grayson Wells of Stranch, Jennings & Garvey, PLLC; Leanna Alexis Loginov of Shamis & Gentile, P.A.; and Leigh S. Montgomery of EKSM, LLP.

65. “**Settlement Class List**” means a list of each Settlement Class Member’s full names, last known emails and/or last known mailing address, as reasonably available to JWU, except for any senior level executives of the university’s “cabinet,” as determined in the sole discretion of JWU; and any in-house attorneys of JWU (collectively, “Excluded JWU Attorneys and Leadership”). JWU’s Counsel shall ensure appropriate Notice is provided to all such Excluded JWU Attorneys and Leadership. JWU shall provide the Settlement Class List to the Settlement Administrator within fifteen (15) days of the Preliminary Approval Order.

66. “**Settlement Class Member**” shall mean any member of the Settlement Class who has not opted-out of the Settlement.

67. “**Settlement Class Member Benefit**” shall mean the Cash Payment A or B and/or Credit Monitoring that Settlement Class members may elect to Claim.

68. “**Settlement Fund**” means the amount to be paid by, or on behalf of, JWU, totaling four hundred fifty-four thousand two hundred dollars and no cents (\$454,200.00), and which constitutes the full and complete limit and extent of JWU’s obligations with respect to the Settlement Agreement.

69. “**Settlement Payment**” means the payment to be made via mailed check and/or electronic payment from the Settlement Administrator from the Settlement Fund to Settlement Class Members who submitted valid Claim Forms. Payments for valid claims shall be sent or postmarked within thirty (30) days after entry of the Effective Date. All checks shall be void ninety (90) days after issuance. Settlement Class Members who do not timely cash their Settlement Payment checks and/or fail to request a reissuance will be considered as having waived any right to a cash payment under the Settlement Agreement.

70. “**Settlement Website**” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A and C** (or any forms of these documents that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website will be publicly viewable and contain information about the Settlement Agreement, including, but not limited to, copies of the Amended Compliant, the Long Form Notice, FAQs, a Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a Claim Form, objection to the Settlement Agreement, Request for Exclusion, Fee and Expense Application, and date of the Final Approval Hearing. The Settlement Website will remain active until ninety (90) days after the Effective Date. Moreover, the Settlement Website will list a toll-free help line staffed by the

Settlement Administrator in order to assist Settlement Class Members with filing claims, answering additional questions, and determining whether they are Settlement Class Members.

71. **“Taxes and Tax-Related Expenses”** means any applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund.

72. **“Valid Claim”** shall mean 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 may result in a determination that the Claim is not a Valid Claim.

### **III. SETTLEMENT FUND**

73. **Establishment of Settlement Fund.** Within fifteen (15) business days after the entry of the Preliminary Approval Order and JWU’s receipt of an executed Internal Revenue Service (“IRS”) Form W-9 for the Settlement Fund, JWU shall deposit with the Escrow Agent the estimated Notice and Administrative Expenses through the date of final approval, as estimated by the Settlement Administrator. JWU, or someone on behalf of JWU, shall deposit the balance of

the Settlement Fund into the same account within five (5) business days of the Effective Date and a written communication from the Settlement Administrator outlining the balance due.

74. Qualified Settlement Fund. The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. The funds shall earn interest for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed Defendant, Defendant’s Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

75. Oversight of Settlement Fund. The Settlement Fund shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with this Agreement.

76. Use of the Settlement Fund. The Settlement Fund shall be used by the Settlement Administrator to pay for the following: (a) Notice and Administrative Expenses and costs; (b) Fee Award and Expenses, as approved and awarded by the Court; (c) Service Awards, as approved and awarded by the Court; (d) Cash Payments to Settlement Class Members; (e) Credit Monitoring services to Settlement Class Members; and (f) transfer of the Remainder Funds to Cy Pres

following the preceding payments. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by the Settlement Agreement or approved by the Court. Responsibility for effectuating payments described in this Paragraph shall rest solely with the Settlement Administrator and neither JWU nor JWU's agents shall have any responsibility whatsoever with respect to effectuating such payments.

77. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Administrator shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Settlement Agreement or derived from or made pursuant to the Settlement Fund. Each Settlement Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to such Settlement Class Member of the receipt of funds from the Settlement Fund pursuant to this Settlement Agreement. For tax purposes, payments made pursuant to this Settlement Agreement to Settlement Class Members who are current or former employees of the JWU shall be allocated as non-wage compensation.

#### **IV. SETTLEMENT BENEFITS AND ADMINISTRATION**

78. **Certification for Settlement.** In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. 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.

79. **Payment Categories.** The Settlement Administrator will agree to make the following compensation available to Settlement Class Members who submit a valid and timely Claim Form. Claims will be subject to review for completeness and validity by the Settlement Administrator, which shall have final authority over all such determinations. The Settlement Administrator must distribute the funds available in the Settlement Fund (after payment of any costs of notice and administration, service awards, and attorneys' fees) to make payments for Approved Claims in this order: (a) credit monitoring; and (b) Cash Payment A Cash Payment B, as set forth below. In the event that there are insufficient funds in the Settlement Fund to pay a specific category of Approved Claims in full based on the order of payment set forth above, then the recovery shall be reduced within that category on a *pro rata* basis, and no further payments made for the subsequent categories of Approved Claims. Any remaining funds or uncashed checks will be thereafter designated for the *Cy Pres* recipient. To receive any relief, Settlement Class Members must submit a valid and timely claim to the Settlement Administrator. All payments may be prorated based on the number of claims made:

- i. Cash Payment A – Compensation for Documented Losses: The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$1,000.00 per person who is a member of the Settlement Class, with third-party documentation and a sworn affidavit attesting to the losses. Such reasonable documentation includes, without limitation and by way of example, unreimbursed losses relating to fraud or identity theft; costs

associated with freezing or unfreezing credit with any credit reporting agency; and miscellaneous expenses such as notary, fax, postage, copying, and mileage, if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was incurred after the date of the Security Incident; (iii) the loss was more likely than not caused by the Security Incident; and (iv) the Settlement Class Member made reasonable but unsuccessful efforts to avoid, or seek reimbursement for, the loss. 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.

- ii. Cash Payment B – Alternate Cash Payment: As a mutually-exclusive alternative to Cash Payment A, a Settlement Class Member may make a claim to receive a cash payment in an amount of \$50.00, which is subject to a *pro rata* adjustment (*i.e.*, increase or decrease) based on the number of valid Cash Payment B claims submitted. The *pro rata* cash fund payments will evenly distribute the net amount of the Settlement Fund to each Settlement Class Member who submits a timely and valid claim. The net amount of the Settlement Fund shall be the amount remaining after payment of all Approved Claims for Documented Losses, Credit Monitoring, Notice and Administration Expenses, any Fee Award and Expenses, and Service Awards.
- iii. Credit Monitoring: All Settlement Class Members are eligible to make a claim for three years of CyEx Identity Defense Complete, which shall be

available to Settlement Class Members upon election of credit monitoring by the Settlement Class Member on the claim form. Settlement Class Members are eligible for credit monitoring regardless of whether the Settlement Class Member submits a claim for a Cash Payment A or Cash Payment B.

- iv. All claims must be submitted and/or postmarked by the Claims Deadline. The Settlement Administrator must distribute the funds in the Settlement Fund first for payment of Credit Monitoring, then for Cash Payment A, and then for Cash Payment B. In the event the amount of Approved Claims within a category exceeds the available Settlement Fund, then the amount of the Cash Payment A or Cash Payment B will be reduced *pro rata* for each valid claimant. Any Remainder Funds will be thereafter designated for the *Cy Pres* recipient.

80. **Settlement Fund Disbursement.** Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, the Settlement Fund will be used to satisfy Approved Claims for Settlement Class Members in exchange for a full and complete release of all Released Parties from Released Claims, and dismissal of the Litigation with prejudice. After the Court enters the Final Approval Order, the Settlement Administrator shall provide the payments described in this Settlement Agreement to all Settlement Class Members that made an Approved Claim, subject to the procedure set forth herein.

81. **No Party Liability for Administration.** The Parties, Settlement Class Counsel, and JWU's Counsel shall not have any liability whatsoever with respect to: (a) any act, omission, or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (b) the management,

investment, or distribution of the Settlement Fund; (c) the terms, formulation, or design of the disbursement of the Settlement Fund; (d) the administration, calculation, determination, or payment of any claims asserted against the Settlement Fund; (e) any losses suffered by or fluctuations in the value of the Settlement Fund; or (f) the payment or withholding of any Taxes and Tax-Related Expenses.

82. **Administration Indemnification.** In addition to any other indemnification obligations set forth in this Settlement Agreement, the Settlement Administrator shall indemnify and hold harmless the Parties, Settlement Class Counsel, and JWU's Counsel for: (a) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice and the administration of the Settlement; (b) the management, investment, or distribution of the Settlement Fund; (c) the terms, formulation, or design of the disbursement of the Settlement Fund; (d) the administration, calculation, determination, or payment of any claims asserted against the Settlement Fund; or (e) any losses suffered by, or fluctuations in the value of the Settlement Fund.

83. **Capped Settlement Fund.** The Settlement Fund represents the total extent of JWU's monetary obligations under the Settlement Agreement. JWU's contribution to the Settlement Fund shall be fixed under this Settlement Agreement and shall be final. JWU shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement Agreement beyond the Settlement Fund, except insofar as such obligations are explicitly provided for in this Settlement Agreement.

## V. SETTLEMENT APPROVAL

84. **Motion for Preliminary Approval.** Within 30 days following execution of this Agreement, Plaintiffs shall file the Motion for Preliminary Approval. No fewer than 10 days before the Motion for Preliminary Approval is to be filed, Plaintiffs shall provide their draft filing

to Defendant for review and potential revision, and the parties shall work in good faith to discuss any revisions requested by Defendant. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of adequate, fair, 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 Process set forth herein and approve the Claim Form; (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 Plaintiffs as Settlement Class Representatives and Leanna A. Loginov, Grayson Wells, and Leigh S. Montgomery as Settlement Class Counsel; (7) stay the Action pending Final Approval of the Settlement; and (8) 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**

85. **Settlement Administrator.** The Parties agree that, subject to Court approval, Epiq, 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.

86. **Settlement Administrator Responsibilities.** 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,

administering the Settlement Fund, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class members, reviewing Claim Forms, 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 the Settlement Fund the Escrow Account approved by the Parties;
- c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;
- d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- e. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries, and provide the option for Settlement Class Members to speak with a live agent;
- f. Responding to any mailed Settlement Class Member inquiries;
- g. Processing all opt-out requests from the Settlement Class;
- h. 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;

i. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that 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 and the amount of each benefit claimed, 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;

j. Distributing, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Sending Settlement Class Members who elect Credit Monitoring emails instructing how to activate their Credit Monitoring service.

l. Paying Court-approved attorneys' fees, costs, and Service Awards out of the Settlement Fund;

m. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

n. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Credit Monitoring access information have been properly distributed.

## VII. CLASS NOTICE

87. **Notice Dissemination.** Within fifteen (15) days of entry of the Preliminary Approval Order, JWU shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall internally maintain the Settlement Class List as confidential and in a secure environment and not disseminate the Settlement Class List or any of its contents to

any other entity or individual. The Settlement Administrator shall use the Settlement Class List solely for the purpose of effectuating the notice and administration process set forth in this Agreement and for no other purpose. The Postcard Notice shall be thereafter be disseminated via U.S. mail to all Settlement Class Members, and such Notice shall occur no later than forty-five (45) days after the Court's entry of the Preliminary Approval Order (the "Notice Deadline").

88. **Postcard Notice.** 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 Opt-Out Deadline for Settlement Class members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the 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. The Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out and objection instructions.

89. **Settlement Website.** The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. 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. If the Court changes the date or time of the Final Approval Hearing, the Settlement Administrator shall update the Settlement Website to reflect the new date

or time. No additional notice to the Settlement Class is required if the Court changes the date or time of the Final Approval Hearing after the Preliminary Approval Order.

90. **Address Trace.** 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 60 days before the original date set for the Final Approval Hearing, 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.

91. **Notice Completion.** The Notice Program shall be completed no later than 45 days before the initial scheduled Final Approval Hearing.

#### **VIII. OPT OUTS AND OBJECTIONS**

92. **Opt Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Request for Exclusion must include the following, or substantially the same as the following, information: (a) the name of the proceeding; (b) the Settlement Class Member’s full name, current mailing address, email address, telephone number, and personal signature; and (c) the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement Agreement. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. No later than ten (10) days after the Opt-Out Deadline, the Settlement Administrator shall provide a declaration stating the number of Settlement Class Members who have timely and validly excluded themselves

from the Settlement (the “Opt-Out Report”). “Mass” or “class” requests for opt-outs filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members will not be allowed.

93. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement Agreement or Fee and Expense Application by submitting written objections to the Court no later than the Objection Deadline. For an objection to be a valid objection under the Settlement, it must be in writing, submitted to the Court either by filing electronically or in person at any location of the United States District Court for the District of Rhode Island or by mailing to the Clerk, filed or postmarked by the Objection Deadline, and must include or substantially comply with the following: (a) the name of the proceeding; (b) the Settlement Class Member’s full name, current mailing address, email address, telephone number, and personal signature; (c) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (d) the identity of any attorneys representing the objector; (e) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (f) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (g) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five (5) years; and (h) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. The Court, in its discretion, may authorize additional discovery of objectors.

## **IX. CLAIMS PROCESS AND ADMINISTRATION**

94. **Claims Notice.** The Postcard Notice, Long Form Notice, 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. 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.

95. **Claims Determination.** The Settlement Administrator shall collect, promptly 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.

96. **Duplicate Claims.** 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.

97. **Claims Denial.** 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.

98. **Claims Rejection.** 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. 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.

99. **Claims Dispute Resolution.** 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.

100. **Claims Recordkeeping.** 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.

101. **No Liability.** 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.

102. **Distribution of Settlement Class Member Benefits.** The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 30 days after the Effective Date. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. 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 become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that elected Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code.

103. **Claims Notice.** The Postcard Notice, Long Form Notice, 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. 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.

104. **Claims Determination.** The Settlement Administrator shall collect, promptly 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.

105. **Duplicate Claims.** 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.

106. **Claims Denial.** 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.

107. **Claims Rejection.** 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. 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.

108. **Claims Dispute Resolution.** 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.

109. **Claims Recordkeeping.** 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.

110. **No Liability.** 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.

111. **Distribution of Settlement Class Member Benefits.** The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 30 days after the Effective Date. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. 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 become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that elected Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code.

**X. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

112. **Certification of the Settlement Class.** For purposes of this Settlement Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order of this Settlement Agreement and the occurrence of the Effective Date. This stipulation is strictly for the purposes of this Settlement Agreement as provided herein and shall not and may not be used in any other proceeding as any authority for or against certification of any other class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to either Parties' position on the issue of class certification or any other issue.

113. **Preliminary Approval.** On or before 30 days after the full execution of this Agreement, Settlement Class Counsel shall file a Motion for Preliminary Approval of the Settlement, in a form of a pleading that is mutually agreeable to the Parties.

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

115. **Motion for Final Approval.** 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.

116. **Final Approval Hearing.** 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.

## **XI. MODIFICATION AND TERMINATION**

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

118. **Settlement Not Approved.** If: (a) the Court does not issue the Preliminary Approval Order or Final Approval Order; (b) the Effective Date does not occur; or (c) any court alters or modifies the Final Approval Order in any material respect that differs from the terms of this Agreement, then the Parties shall have sixty (60) days from the date of such event to work together in good faith in considering, drafting, and submitting reasonable modifications to this Settlement Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, then either Party may at such Party's sole discretion terminate this Settlement Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, except as set forth in this Agreement, in the "Termination" paragraph or elsewhere, neither Party may terminate the Settlement Agreement while an appeal from an order granting approval of the Settlement is pending.

119. **Termination.** JWU's willingness to settle this Litigation on a class-action basis and to agree to the accompanying certification of Settlement Class is dependent upon achieving finality in this Litigation and the desire to avoid the expense of this and other litigations. Consequently, JWU has the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement if any of the following conditions subsequently occur:

- i. the Parties fail to obtain and maintain preliminary approval of the proposed Settlement of the claims of the Settlement Class;
- ii. any court requires JWU to comply with obligations or requirements that are greater than or materially different from the requirements set forth in this Settlement Agreement;

- iii. the Court fails to enter a Final Approval Order consistent with the terms of this Agreement;
- iv. the settlement is not upheld on appeal, including review by the United States Supreme Court;
- v. the Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement; or
- vi. more than 5 percent of total Settlement Class Members submit valid Requests for Exclusion.

120. **Effect of Termination.** In the event of a termination, as provided in the paragraphs entitled “Settlement Not Approved” or “Termination,” this Settlement Agreement shall be considered null and void; all of the Parties’ obligations under the Settlement Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into this Settlement Agreement. Further, in the event of such a termination, any certification of the Settlement Class for settlement purposes shall be void. In the event of such a termination, all of the Parties’ respective pre-Settlement Agreement claims and defenses will be preserved.

121. **Termination Not Available Based on Awarded Fees or Service Awards.** The failure of the Court or any appellate court to approve in full the request by Class Counsel for attorneys’ fees, costs, and other expenses shall not be grounds for the Plaintiffs, Settlement Class, or Settlement Class Counsel to cancel or terminate this Settlement Agreement. Additionally, the failure of the Court or any appellate court to approve in full the request of any Plaintiff for any Plaintiff’s Service Award shall not be grounds for the Plaintiffs, the Settlement Class, or Settlement Class Counsel to cancel or terminate this Settlement Agreement.

122. **No Admission of Future Use.** If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason before the Effective Date, then the Settlement Class shall be decertified; the Settlement Agreement and all documents, negotiations, and proceedings prepared and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated or filed.

## **XII. DISPOSITION OF RESIDUAL FUNDS**

123. In the event there are funds remaining in the Settlement Fund 20 days following the 180-day period to cash checks or for Settlement Class Members to select the form of electronic payment, following payment of Settlement Class Member Payments, any residual shall be distributed to an appropriate mutually agreeable *Cy Pres* recipient approved by the Court. The Parties agree to propose the Papitto Opportunity Connection as the *Cy Pres* recipient.

## **XIII. RELEASES**

124. **General Release.** Upon the Effective Date of the settlement, the Settlement Class Members who do not validly opt out of the Settlement will be deemed to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted JWU and any of its past, present, and future affiliates, assigns, predecessors, subsidiaries, and successors, and its past, present, and future advisors, agents, attorneys, Board of Trustees, consultants, directors, employees, independent contractors, insurers, joint venturers, officers, owners, partners, representatives, shareholders, and trustees, and the assigns, predecessors, subsidiaries, and successors of each of them (the “Released Parties”) from any and all claims for relief that have been asserted, or could have been asserted, by any Settlement Class Member based on, relating to, concerning, or arising out of the Security Incident and the allegations, circumstances, or facts

described in the operative Amended Complaint and the Litigation including, but not limited to breach of contract or breach of implied contract; failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty; invasion of privacy; negligence or negligence per se; unjust enrichment; or any other statutory, regulatory, or common law claim, and including any claims for relief including, but not limited to, any and all claims for attorneys' fees and costs, damages, declaratory relief, disgorgement, equitable relief, exemplary damages, expenses, fines, injunctive relief, penalties, punitive damages, restitution, special damages, specific performance, statutory damages, and any other form of pecuniary or non-pecuniary relief (the "Released Claims").

125. **Bar to Future Suits.** Upon entry of the Final Approval Order, the Settlement Class Representatives and other Settlement Class Members shall be enjoined from prosecuting or aiding in any Released Claim. It is further agreed that the Settlement Agreement may be pleaded as a complete defense to any proceeding subject to this paragraph.

126. **Waiver of California Civil Code § 1542 and South Dakota Code § 20-7-11.** Plaintiffs and, by operation of law, Settlement Class Members, hereby acknowledge that they may hereafter discover facts different from, or in addition to, those which they now claim or believe to be true with respect to the claims released herein and agree that this Agreement shall be and remain effective in all respects notwithstanding the discovery of such different or additional facts with respect to the claims released herein. In furtherance of the releases given above, the Plaintiffs and the Settlement Class Members hereby acknowledge that they are knowingly and voluntarily waiving their rights under Section 1542 of the California Civil Code and any equivalent or similar state law to the full extent that they may lawfully waive all such rights and benefits pertaining to the subject matter hereof, and that the consequences of such waiver have been explained to them

by legal counsel, the Parties acknowledge that they are familiar with the provisions of Cal. Civ. 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 Plaintiffs and Settlement Class Members further waive any and all rights and benefits afforded by South Dakota Code § 20-7-11, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Furthermore, Plaintiffs and the Settlement Class Members herein acknowledge that the effect and import of the provisions of Section 1542 of the California Civil Code, South Dakota Code Section 20-7-11, and/or any other equivalent or similar federal or state law or regulation, have been explained to them by their own counsel. Plaintiffs and the Settlement Class Members further acknowledge and agree that their waiver of rights under Section 1542 of the California Civil Code, South Dakota Code Section 20-7-11, and/or any other equivalent or similar federal or state law or regulation, has been separately bargained for and are essential and material terms of this Settlement Agreement and, without such waiver, the Parties would not have entered into this Settlement Agreement.

#### **XIV. ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

127. **Attorneys' Fees and Expenses.** Within twenty-five (25) days after the Notice Deadline, Settlement Class Counsel will file a Fee and Expense Application for an award of attorneys' fees to be paid from the Settlement Fund of up to \$151,400.00. JWU agrees not to oppose Plaintiffs' motion for attorneys' fees and costs to the extent such fees and costs do not exceed that amount. Upon filing the Fee and Expense Application, the Fee and Expense Application shall be posted on the Settlement Website. Any fee or expense award by the Court shall be disbursed to the Settlement Administrator. Before the disbursement or payment of the Fee Award and Expenses under this Settlement Agreement, Class Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. The Fee Award and Expenses shall be paid by the Settlement Administrator from the Settlement Fund, in the amount approved by the Court, no later than seven (7) days after the Effective Date.

128. **Service Awards.** Within twenty-five (25) days after the Notice Deadline, Settlement Class Counsel will file a Fee and Expense Application that will include a request for Service Awards for each of the Settlement Class Representatives not to exceed \$2,500 in recognition of their contributions to this Litigation. The Settlement Administrator shall make the Service Award payments to the Settlement Class Representatives from the Settlement Fund. Such Service Award payments shall be paid by the Settlement Administrator in the amount approved by the Court no later than seven (7) days after the Effective Date.

129. **Effect of Court Order on Service Fees and Attorneys' Fees and Costs.** No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the service award payments or attorneys' fees and costs shall constitute grounds for cancellation or termination of the settlement. This term was negotiated after the Parties reached an agreement on the provisions herein.

## **XV. NO ADMISSION OF LIABILITY**

**130. Compromise.** 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 has denied and continues to deny each of the claims and contentions alleged in the Complaint. 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.

**131. Class Counsel Approval.** Settlement 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. Settlement Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Settlement Class Counsel concluded that the proposed Settlement set forth in this Agreement is adequate, fair, and reasonable, and in the best interests of the Settlement Class members.

**132. Disputed Liability.** 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.

133. **Settlement Terms Not Admissible.** 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 the 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. 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.

#### **XVI. ADDITIONAL PROVISIONS**

134. **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.

135. **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.

136. **Bar to Future Suits.** Upon entry of the Final Approval Order, the Settlement Class Representatives and other Settlement Class Members shall be enjoined from prosecuting or aiding in any Released Claim. It is further agreed that the Settlement Agreement may be pleaded as a complete defense to any proceeding subject to this paragraph.

137. **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.

138. **Class Action Fairness Act Notice.** The Parties agree that JWU shall serve notice of the Settlement that meets the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, on the appropriate federal and state officials not later than ten (10) days after the filing of Plaintiffs' Motion for Preliminary Approval with the Court. Epiq shall prepare and mail the applicable notices, and the costs for preparing and mailing the notices shall be paid out of the Settlement Fund.

139. **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.

140. **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 and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed an original.

141. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this Settlement Agreement shall refer to calendar days unless otherwise specified.

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

**143. 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 Rhode Island, without regard to the principles thereof regarding choice of law.

**144. 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 used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is adequate, fair, and reasonable 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.

**145. 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 agreement, covenant, representation, or

warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No agreements, covenants, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

**146. 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. 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.

**147. 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.

**148. 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.

**149. 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.

**150. 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.

151. **Severability.** Should any part, term or provision of this Settlement Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

152. **Waiver.** The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any provision or breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other provision or any other prior or subsequent breach of this Settlement Agreement.

153. **Notices.** All notices provided for herein, shall be sent by email to:

If to Plaintiffs or Class Counsel:

Leanna A. Loginov  
**SHAMIS & GENTILE, P.A.**  
14 NE 1st Ave, Suite 705  
Miami, FL 33132  
lloginov@shamisgentile.com

Grayson Wells  
**STRANCH, JENNINGS & GARVEY, PLLC**  
223 Rosa L. Parks Avenue, Suite 200  
Nashville, TN 37203  
gwells@stranchlaw.com

Leigh Montgomery  
**EKSM, LLP**  
4200 Montrose Street, Suite 200  
Houston, TX 77006

[lmontgomery@eksm.com](mailto:lmontgomery@eksm.com)

If to Defendant or Defendant's Counsel:

Joseph A. Farside, Jr.  
**TROUTMAN PEPPER LOCKE, LLP**  
2800 Financial Plaza  
Providence, R.I. 02903  
401-455-7648  
[Joseph.Farside@troutman.com](mailto:Joseph.Farside@troutman.com)

-and-

Timothy St. George  
**TROUTMAN PEPPER LOCKE, LLP**  
1001 Haxall Point, 15<sup>th</sup> Floor  
Richmond, VA 23219  
804-697-1254  
[Timothy.St.George@troutman.com](mailto:Timothy.St.George@troutman.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.

**AGREED TO AND ACCEPTED:**

**FOR JOHNSON & WALES UNIVERSITY:**

<b>JOHNSON &amp; WALES UNIVERSITY (signature):</b>
Name:
Title:
Date:

<b>TROUTMAN PEPPER LOCKE LLP (signature):</b>
Name:
Title:
Date:

**FOR PLAINTIFFS AND THE PUTATIVE CLASS:**

<b>PLAINTIFF DANIELLA SPRINGER (signature):</b> 
Date: 11 / 07 / 2025

<b>PLAINTIFF WILLIAM A. MOORE (signature):</b>
Date

<b>PLAINTIFF ARIEL A. VOLQUEZ (signature):</b> 
---

[lmontgomery@eksm.com](mailto:lmontgomery@eksm.com)

If to Defendant or Defendant's Counsel:

Joseph A. Farside, Jr.  
**TROUTMAN PEPPER LOCKE, LLP**  
2800 Financial Plaza  
Providence, R.I. 02903  
401-455-7648  
[Joseph.Farside@troutman.com](mailto:Joseph.Farside@troutman.com)


-and-


Timothy St. George  
**TROUTMAN PEPPER LOCKE, LLP**  
1001 Haxall Point, 15<sup>th</sup> Floor  
Richmond, VA 23219  
804-697-1254  
[Timothy.St.George@troutman.com](mailto:Timothy.St.George@troutman.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.

**AGREED TO AND ACCEPTED:**


**FOR JOHNSON & WALES UNIVERSITY:**

<b>JOHNSON &amp; WALES UNIVERSITY (signature):</b>	
Name: Timothy J. St. George	
Title: Outside Counsel	
Date: 12/11/2025	

<b>TROUTMAN PEPPER LOCKE LLP (signature):</b>	
Name: Timothy J. St. George	
Title: Partner	
Date: 12/11/2025	

**FOR PLAINTIFFS AND THE PUTATIVE CLASS:**

<b>PLAINTIFF DANIELLA SPRINGER (signature):</b>	
Date:	

<b>PLAINTIFF WILLIAM A. MOORE (signature):</b> 	
Date 11/10/2025	

<b>PLAINTIFF ARIEL A. VOLQUEZ (signature):</b>	
--	--

Date:

**SHAMIS & GENTILE P.A. (signature):** *Leanna Loginov*

Name: Leanna A. Loginov, Esq.

Title: Partner

Date: 11 / 07 / 2025

**EKSM, LLP (signature):**

Name:

Title: Partner

Date:

**STRANCH, JENNINGS & GARVEY, PLLC (signature):** *J. Gerard Stranch, IV*

Name: J. Gerard Stranch, IV

Title: Managing Partner

Date: 11/12/2025

Date:
-------

<b>SHAMIS &amp; GENTILE P.A. (signature):</b>
---

Name:
-------

Title:
--------

Date:
-------

<b>EKSM, LLP (signature):</b> 
---

Name: Leigh S. Montgomery
---------------------------

Title: Partner
----------------

Date: 11/11/2025
------------------

<b>STRANCH, JENNINGS &amp; GARVEY, PLLC (signature):</b>
--

Name:
-------

Title:
--------

Date:
-------

# EXHIBIT A



	\$  -            - MM            DD            YYYY	_____ _____ _____ _____
	\$  -            - MM            DD            YYYY	_____ _____ _____ _____
	\$  -            - MM            DD            YYYY	_____ _____ _____ _____

**Cash Payment B – Alternate Cash Payment**

Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment in the amount of \$50. Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

By checking this box, I affirm I want to receive the Cash Payment B - Alternate Cash Payment.

**Credit Monitoring**

All Settlement Class Members who select either Cash Payment A – Documented Losses or Cash Payment B – Alternative Cash Payment are eligible to claim three (3) years of Identity Defense, by CyEx.

Do you want to claim three (3) years of free Credit Monitoring?

By checking this box, I affirm I want to receive three years of free Credit Monitoring.

If you elect to receive credit monitoring services, you will need to follow instructions and use an activation code that will be sent to you after the Settlement is final. Credit monitoring will not begin until you use your activation code to enroll. Activation instructions will be provided to your email address.



# EXHIBIT B

Johnson & Wales University Security Incident  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

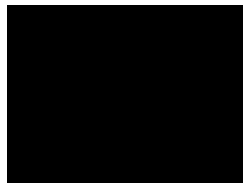
Court-Approved Legal Notice

*Springer v. Johnson & Wales University*

Case No. 1:24-cv-399

United States District Court for the District of  
Rhode Island

**If you were sent notice that your  
information may have been affected  
by the Security Incident involving  
Johnson & Wales University in July  
2024, you may be entitled to  
Settlement Class Member Benefits  
from a Settlement.**



FIRST-CLASS MAIL  
U.S. POSTAGE  
PAID  
Portland, OR  
PERMIT NO.xxxx

*A Court has authorized this notice.  
This is **not** a solicitation from a lawyer.*

[www.jwusecurityincident.com](http://www.jwusecurityincident.com)  
1-XXX-XXX-XXXX

<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>

<<ADDRESS LINE 2>>  
<<ADDRESS LINE 3>>  
<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>

A \$454,200 settlement has been reached in a class action lawsuit against Johnson & Wales University, (“Defendant”) related to a Security Incident involving the unauthorized access of Defendant’s network by a third-party criminal actor in July 2024, in which Settlement Class Members’ information may have been impacted.

**Who is Included? Records show you are a member of the Settlement Class.**

**What does the Settlement Provide?** As a Settlement Class Member, you can submit a Claim Form online or by mail **postmarked** by **Month XX, 20YY**, for the following Settlement Class Member Benefits:

**Cash Payment A - Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Security Incident for up to \$1,000 per Settlement Class Member;

**OR**

**Cash Payment B - Alternate Cash Payment:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment in the amount of \$50, subject to a *pro rata* increase or decrease depending upon the total value of all Valid Claims;

**AND**

**Credit Monitoring:** In addition to Cash Payment A or Cash Payment B, you may also submit a Claim Form to receive up to three years of free Credit Monitoring.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

**Other Options.** If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Defendant and Released Parties from the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement and/or



**Cash Payment A – Documented Losses:** If you are a Settlement Class Member, you may submit a timely and valid Claim Form with reasonable documentation for losses related to the Security Incident for up to \$1,000 per Settlement Class Member. To file a Claim Form for Cash Payment A, you must visit the Settlement Website and follow the instructions on the Claim Form. You can also download a paper Claim Form and file by mail.

**Cash Payment B – Alternate Cash Payment:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment of \$50. Your Cash Payment may be subject to a pro rata (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

By checking this box, I affirm I want to receive the Cash Payment B - Alternate Cash Payment.

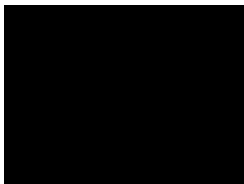
**Credit Monitoring:** In addition to Cash Payment A or Cash Payment B, you may also elect to receive up to three years of free Credit Monitoring.

By checking this box, I affirm I want to receive three years of free Credit Monitoring.

**By signing my name, I swear and affirm I am completing this Claim Form to the best of my personal knowledge.**

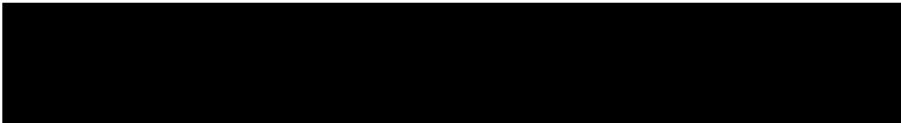
Signature:

Date:



PLACE  
STAMP  
HERE

Johnson & Wales Security Incident  
Settlement Administrator  
PO Box XXXX  
Portland, OR 97xxx-xxxx



# EXHIBIT C

**If you were sent notice that your information may have been affected in the July 2024 Security Incident involving Johnson & Wales University, then you may be entitled to Benefits from a Settlement.**

*A Court authorized this Notice. This is not a solicitation from a lawyer.*

- A \$454,200 settlement has been reached in a class action lawsuit against Johnson & Wales University, (“Defendant”) related to a Security Incident involving the unauthorized access of Defendant’s network by a third-party criminal actor in July 2024, in which Settlement Class Members’ information may have been impacted.
- If you are a member of the Settlement Class and received notice of the settlement, then you can submit a Claim Form for the following Settlement Class Member Benefits:

**Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Security Incident for up to \$1,000 per Settlement Class Member;

**OR**

**Cash Payment B – Alternate Cash Payment:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment in the amount of \$50, subject to a *pro rata* increase or decrease depending upon the total value of all Valid Claims;

**AND**

**Credit Monitoring** - In addition to Cash Payment A or Cash Payment B, you may also submit a Claim Form to receive up to three years of free Credit Monitoring.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

**This Notice may affect your rights. Please read it carefully.**

Your Legal Rights & Options		Deadline
<b>Submit a Claim Form</b>	The only way to get Settlement Class Member Benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: <b>MONTH DD, 20YY</b>
<b>Opt Out</b>	Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: <b>MONTH DD, 20YY</b>
<b>Object to the Settlement</b>	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: <b>MONTH DD, 20YY</b>
<b>Do Nothing</b>	Get no Settlement Class Member Benefits. Give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees, costs, and Service Awards. No Settlement Class Member Benefits will be provided unless the Court approves the Settlement.

**Questions? Go to [www.jwusecurityincident.com](http://www.jwusecurityincident.com) or call 1-XXX-XXX-XXXX**

## BASIC INFORMATION

### 1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement Class Member Benefits are available, who is eligible for the Settlement Class Member Benefits, and how to get them.

The Honorable John J. McConnell, Jr. of the United States District Court for the District of Rhode Island is overseeing this class action. The lawsuit is known *Springer v. Johnson & Wales University*, Case No. 1:24-cv-399 (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Johnson & Wales University, is called the “Defendant.”

### 2. What is this lawsuit about?

The Plaintiffs filed this lawsuit against the Defendant on behalf of themselves and all others similarly situated related to a Security Incident involving the unauthorized access of Defendant’s network by a third-party criminal actor in July 2024, in which Settlement Class Members’ information may have been affected.

Defendant denies the legal claims and denies any wrongdoing or liability.

The Court has not made any determination of any wrongdoing by Defendant, or that any law has been violated. Instead, the Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

### 3. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the merits of the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant. Instead, the Plaintiffs and Defendant have agreed to settle the lawsuit to avoid the time, expense, and uncertainty of continuing with the lawsuit.

### 4. Why is this lawsuit a class action?

In a class action, one or more people (called “class representatives”) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court then resolves the issues for all class members, except for those class members who timely exclude themselves (“opt-out”) from the class.

## WHO IS INCLUDED IN THE SETTLEMENT?

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

You are included in the Settlement Class if you are a living individual residing in the United States who was sent a notice by Defendant of the Security Incident.

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

**Questions? Go to [www.jwusecurityincident.com](http://www.jwusecurityincident.com) or call 1-XXX-XXX-XXXX**

Yes. Excluded from the Settlement Class are: (a) Defendant and Defendant’s parents, subsidiaries, affiliates, officers, and directors, and any entity in which Defendant has a controlling interest; and (c) all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

## **7. What if I am still not sure whether I am part of the Settlement?**

If you are still not sure whether you are a Settlement Class Member, you may go to [www.jwusecurityincident.com](http://www.jwusecurityincident.com) or call toll-free 1-XXX-XXX-XXXX.

## **THE SETTLEMENT BENEFITS**

### **8. What does this Settlement provide?**

If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement Class Member Benefits:

#### **Cash Payment A – Documented Losses**

You may submit a Claim Form along with reasonable supporting documentation for losses related to the Security Incident for up to \$1,000 per Settlement Class Member if: (i) the claimed losses are actual, documented, and have not been reimbursed; (ii) you contend that the loss was more likely than not caused by the Security Incident; (iii) the loss was incurred after the July 2024 date of the Security Incident; and (iv) you made reasonable but unsuccessful efforts to avoid, or seek reimbursement for, the loss.

Examples of reasonable documentation includes (but is not limited to): unreimbursed losses relating to fraud or identity theft; costs associated with freezing or unfreezing credit with any credit reporting agency; and miscellaneous expenses such as notary, fax, postage, copying, and mileage.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring services and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim Form is invalid as determined by the Settlement Administrator, and you do not cure your Claim Form, your Claim Form will be denied.

#### **Cash Payment B – Alternate Cash Payment**

Instead of selecting Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment in the amount of \$50.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase if the amount of Valid Claims does not use the entire net Settlement Fund. Alternatively, if the amount of Valid Claims exceeds the amount of the net Settlement Fund, your Cash Payment may be subject to a *pro rata* reduction.

For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the net Settlement Fund first for payment of Credit Monitoring and then for Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

#### **Credit Monitoring**

In addition to Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash Payment,

**Questions? Go to [www.jwusecurityincident.com](http://www.jwusecurityincident.com) or call 1-XXX-XXX-XXXX**

you may also submit a Claim Form to receive up to three years of free Credit Monitoring.

### **9. What am I giving up to receive Settlement Class Member Benefits or stay in the Settlement Class?**

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called “Released Claims.”

### **10. What are the Released Claims?**

The Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read it carefully. The Settlement Agreement is available at [www.jwusecurityincident.com](http://www.jwusecurityincident.com). For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Settlement Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

## **HOW TO GET BENEFITS FROM THE SETTLEMENT**

### **11. How do I submit a Claim Form?**

You must submit a timely and valid Claim Form to receive any Settlement Class Member Benefits, as described above. Your Claim Form must be submitted online at [www.jwusecurityincident.com](http://www.jwusecurityincident.com) by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **MONTH DD, 20YY**. Claim Forms are also available at [www.jwusecurityincident.com](http://www.jwusecurityincident.com) or by calling 1-XXX-XXX-XXXX or by writing to:

*Johnson & Wales University Security Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

### **12. What happens if my contact information changes after I submit a Claim Form?**

If you change your mailing address or email address after you submit a Claim Form, then it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

*Johnson & Wales University Security Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

### **13. When will I receive my Settlement Class Member Benefits?**

If you file a timely and valid Claim Form, then the Settlement Class Member Benefits will be provided if the Settlement is approved by the Court and then becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check [www.jwusecurityincident.com](http://www.jwusecurityincident.com) for updates.

**Questions? Go to [www.jwusecurityincident.com](http://www.jwusecurityincident.com) or call 1-XXX-XXX-XXXX**

## EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting-out” of—the Settlement.

### 14. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, current address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in the *Johnson & Wales Security Incident*.”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

*Johnson & Wales University Security Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**You cannot opt-out (exclude yourself) by telephone or by email.**

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members will not be allowed.

### 15. If I opt-out can I still get anything from the Settlement?

No. If you opt-out, you will not be able to receive Settlement Class Member Benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement Class Member Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

### 16. If I do not opt-out, can I sue the Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue any of the Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

## OBJECTING TO THE SETTLEMENT

### 17. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards.

**Questions? Go to [www.jwusecurityincident.com](http://www.jwusecurityincident.com) or call 1-XXX-XXX-XXXX**

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, and send by U.S. mail to Settlement Class Counsel, Defendant’s Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, stating you object to the Settlement in *Springer v. Johnson & Wales University*, Case No. 1:24-cv-399.

For an objection to be a valid objection under the Settlement, it must be in writing, submitted to the Court either by filing electronically or in person at any location of the United States District Court for the District of Rhode Island or by mailing to the Clerk, filed or postmarked by the Objection Deadline, and must include or substantially comply with the following: (a) the name of the proceeding; (b) the Settlement Class Member’s full name, current mailing address, email address, telephone number, and personal signature; (c) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (d) the identity of any attorneys representing the objector; (e) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (f) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (g) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five (5) years; and (h) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. The Court, in its discretion, may authorize additional discovery of objectors.

Settlement Class Counsel and/or Defendant’s Counsel may conduct limited discovery on any objector or objector’s lawyer.

To object, you must file your timely written objection with the Court by **MONTH DD, 20YY**, and send it by U.S. mail to Settlement Class Counsel, Defendant’s Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, at the following addresses:

<b>COURT</b>	<b>SETTLEMENT CLASS COUNSEL</b>	<b>DEFENDANT’S COUNSEL</b>	<b>SETTLEMENT ADMINISTRATOR</b>
Clerk U.S. District Court District of Rhode Island 1 Exchange Ter. Providence, RI 02903	Leanna A. Loginov Shamis & Gentile, P.A. 14 NE 1 <sup>st</sup> Ave. Suite 705 Miami, FL 33132	Joseph A. Farside, Jr. Troutman Pepper Locke, LLP 2800 Financial Plz. Providence, RI 02903	Johnson & Wales University Security Incident Settlement Administrator PO Box xxxx Portland, OR 972xx-xxxx
	Grayson Wells Stranch, Jennings & Garvey, PLLC 223 Rosa L. Parks Ave. Suite 200 Nashville, TN 37203	Timothy St. George Troutman Pepper Locke, LLP 1001 Haxall Pt. 15 <sup>th</sup> Floor Richmond, VA 23219	
	Leigh Montgomery EKSM, LLP 4200 Montrose St. Suite 200 Houston, TX 77006		

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

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

## THE LAWYERS REPRESENTING YOU

### 19. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Leanna A. Loginov of Shamis & Gentile, P.A., Grayson Wells of Stranch, Jennings & Garvey, PLLC, and Leigh Montgomery of EKSM, LLP as Settlement Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Settlement Class Counsel to represent you in this lawsuit.

### 20. How will Settlement Class Counsel be paid?

Settlement Class Counsel will file a motion asking the Court to award attorneys' fees up to 1/3 of the Settlement Fund, plus reimbursement of reasonable costs. Settlement Class Counsel will also ask the Court to approve the Service Awards for the Settlement Class Representatives of up to \$2,500 each for their efforts. If awarded by the Court, the attorneys' fees and costs, and Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

## THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable John J. McConnell, Jr. at the U.S. District Court District of Rhode Island, 1 Exchange Terrace, Providence, RI, 02903. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Settlement Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

**Note:** The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website [www.jwusecurityincident.com](http://www.jwusecurityincident.com) to confirm the date and time of the Final Approval Hearing have not changed.

### 22. Do I have to attend the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

**Questions? Go to [www.jwusecurityincident.com](http://www.jwusecurityincident.com) or call 1-XXX-XXX-XXXX**

### **23. May I speak at the Final Approval Hearing?**

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

## **GET MORE INFORMATION**

### **24. How do I get more information about the Settlement?**

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.jwusecurityincident.com](http://www.jwusecurityincident.com). You may get additional information at [www.jwusecurityincident.com](http://www.jwusecurityincident.com), by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

*Johnson & Wales University Security Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT, THE COURT'S CLERK OFFICE, OR JOHNSON & WALES UNIVERSITY REGARDING THIS NOTICE.**

**Questions? Go to [www.jwusecurityincident.com](http://www.jwusecurityincident.com) or call 1-XXX-XXX-XXXX**