

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

MEGAN JACKSON, *et al.*,  
*Plaintiffs,*  
v.  
SUFFOLK UNIVERSITY,  
*Defendant.*

Case No. 1:23-cv-10019

Judge Denise J. Casper

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “**Settlement Agreement**”) is entered into by and between (1) Plaintiffs Melissa Jackson and Susannah Smith (collectively, “**Plaintiffs**”), on behalf of themselves and all others similarly situated; and (2) Defendant Suffolk University (“**Defendant**”). Plaintiffs and Defendant are collectively referred to herein as the “**Parties.**”

**RECITALS**

**WHEREAS**, Plaintiffs are former students of Defendant;

**WHEREAS**, Plaintiffs allege that in or about November of 2022, they received notice from Defendant that it had been the target of a cyberattack (the “**Incident**”), which may have resulted in the compromise of their personally identifiable information (“**PII**”);

**WHEREAS**, on January 4, 2023, Plaintiff Megan Jackson filed a putative class action in the U.S. District Court for the District of Massachusetts, alleging that Defendant failed to adequately safeguard the private information of individuals saved in Defendant’s systems.

**WHEREAS**, on January 31, 2023, Plaintiff Susannah Smith filed a putative class action in the U.S. District Court for the District of Massachusetts, alleging that Defendant failed to adequately safeguard the private information of individuals saved in Defendant's systems.

**WHEREAS**, on March 21, 2023, by agreement among the Parties, the two aforementioned cases were consolidated, and the consolidated case is now captioned as *Megan Jackson, et al. v. Suffolk University*, Case No. 1:23-cv-10019 (the "**Lawsuit**");

**WHEREAS**, Defendant denies any wrongdoing and liability in connection with the Incident, maintains that it complied with all applicable laws and standards, and investigated and strongly considered moving to dismiss the aforementioned actions;

**WHEREAS**, before incurring the expense of a motion to dismiss, the Parties agreed to discuss a potential resolution of this matter and mediate the dispute;

**WHEREAS**, on May 24, 2023, the Parties mediated the case with the help of experienced, neutral mediator Hon. Thomas R. Allen, (Ret.) of ADR Systems, but were unable to reach accord that day;

**WHEREAS**, after multiple additional months of additional arms-length negotiation, the exchange of proposed term sheets, and numerous phone calls, the Parties agreed to the terms of a settlement, desiring to resolve any claims related to the Incident rather than continue litigating the matter;

**WHEREAS**, based on their evaluation of the facts and the law, and after prolonged and serious arm's-length settlement negotiations, Plaintiffs and their counsel (hereinafter "**Class Counsel**") have agreed to settle the Lawsuit after considering such factors as: (1) the benefits to the Settlement Class; (2) the risk, uncertainty, cost, and delay of litigation; and (3) the desirability of obtaining relief for Plaintiffs and the Settlement Class now, rather than later (or not at all);

**WHEREAS**, Plaintiffs and Class Counsel have determined that the Settlement Agreement provides substantial benefits to the Settlement Class and represents a fair, reasonable, and adequate settlement of the claims that are or could have been alleged in the Lawsuit; and

**WHEREAS**, Defendant and its counsel have made similar determinations, and, while denying wrongdoing, Defendant enters into the Settlement Agreement to avoid the expense, inconvenience, and inherent risk of litigation, as well as the disruption of its business operations.

### **CERTIFICATION OF SETTLEMENT CLASSES**

**1. The Settlement Class:**

The “Settlement Class” is defined as:

All U.S. residents whose PII was impacted by the Incident, which was announced on or about November 30, 2022.

Excluded from the Settlement Class are: (a) Defendant’s officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff. Each member of the Settlement Class is referred to herein as a “**Settlement Class Member.**”

**2. Certification of Settlement Class:** Promptly after execution of the Settlement Agreement, Class Counsel will ask the Court to issue an order certifying the Settlement Class for settlement purposes only. Defendant agrees not to object to this request without waiver of its right to contest certification or the merits of the Lawsuit if the settlement does not receive final approval or the Effective Date (defined in Paragraph 24) does not occur.

**3. Settlement Structure:** The settlement shall be administered on a claims-made basis. To receive any monetary relief, Settlement Class Members must submit a valid and timely claim to the Claims Administrator using the claim form (the “**Claim Form**”) attached as Exhibit A.

**RELIEF TO THE SETTLEMENT CLASS**

4. **Relief to the Settlement Class:** If the proposed settlement receives final approval, Defendant will provide benefits to the Settlement Class Members as follows:

A. **Compensation for Ordinary Losses, Extraordinary Losses, and Lost Time:**

Defendant will agree to make available the following compensation to Settlement Class Members who submit valid and timely claim forms (each, a “**Claimant**”). Claims will be reviewed for completeness, plausibility, and reasonable traceability to the Incident by the Claims Administrator. Claimants may seek review by a third-party claims referee if they dispute the Claims Administrator’s determination. The Parties will agree on a claims referee if one is required.<sup>1</sup>

- i. *Compensation for Ordinary Losses:* Defendant will provide compensation for unreimbursed losses, up to a total of \$500 per Claimant, upon a submission of a claim and supporting documentation, such as the following losses:
  - (a) *Out of pocket expenses incurred* as a result of the Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
  - (b) *Fees for credit reports, credit monitoring, or other identity theft insurance product* purchased between November 30, 2022 and the date of the close of the Claims Period; and
- ii. *Compensation for Extraordinary Losses:* Defendant will provide up to \$5,000 in compensation to each Claimant for proven monetary losses, professional fees (*e.g.*,

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<sup>1</sup> Claimants must submit reasonable documentation in support of their claim for ordinary and extraordinary losses. Such documentation may not be “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

attorneys' fees accountants' fees), and fees for credit repair services incurred as a result of the Incident, provided:

- (a) The loss is an actual, documented, and unreimbursed monetary loss;
- (b) The loss was more likely than not caused by the Incident;
- (c) The loss occurred between June 25, 2022, and the close of the Claims Period;
- (d) The loss is not already covered by one or more of the normal reimbursement categories; and
- (e) The Claimant made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit-monitoring insurance and identity-theft insurance.

iii. *Compensation for Lost Time*: Defendant will compensate Claimants for up to three hours of lost time, at \$25 per hour, for time spent dealing with the Incident. Claimants must attest to the accuracy of any request for compensation for lost time.

B. Alternative Cash Payment: In lieu of claiming compensation under Paragraph 3(A), Settlement Class Members who submit a valid and timely claim may elect to receive a one-time \$40 payment without the need to document losses or attest to time spent as a result of the Incident.

C. Credit Monitoring: Defendant will pay for the offer to Settlement Class Members of an additional two-year membership of 1B credit monitoring with at least \$1 million in fraud protection. This shall be paid separate and apart from the monetary relief to the Settlement Class.

**5. Limit on Type of Payment**: No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.

**6. Extent and Allocation of Direct Relief**: Defendant's liability on direct class relief (*i.e.*, compensation for Ordinary Losses, Extraordinary Losses, Time Reimbursement, and Alternative

Cash Payments (collectively, the “**Compensation Claims**”) as described above shall not exceed \$1,250,000. In the event the aggregate amount of the approved Compensation Claims exceeds \$1,250,000, the Compensation Claims shall be prorated to bring the cost of such relief within the agreed upon cap.

7. **Claims Period**: The period for filing claims will be set at a date certain at no more than 120 days from the date that notice is mailed to the Settlement Class (the “**Claims Period**”), and the period for objecting to or opting out of the settlement will be set at a date certain no more than 60 days from the date that notice is mailed to the Settlement Class.

8. **Proof of Class Membership**: As proof of class membership, any Settlement Class Members filing an electronic claim must submit the unique identifier provided by the Claims Administrator. Any potential Claimant who loses or does not receive a unique identifier may call the Claims Administrator, and upon validation of their status as a Settlement Class Member by the Claims Administrator, have their unique identifier issued or re-issued (as the case may be). Alternatively, a potential Claimant who lacks a unique identifier may submit a Claim Form for consideration to the Claims Administrator in paper format. The Claims Administrator is authorized to use standard fraud-prevention techniques in reviewing claims for legitimacy and validity.

9. **Claims Payments**:

A. **Payments**: Upon submission of a valid and approved Claim Form, payments will be transmitted through an electronic payment method selected by the Class Member, or by physical check mailed to an address provided by the Settlement Class Member at the time of their claim submission, within the later of 30 days following the Effective Date or the Claims Administrator’s confirmation through review of the Settlement Member’s submission of sufficient documentation demonstrating an entitlement to relief.

B. Returned Checks: If a check is returned as undeliverable, the Claims Administrator will re-mail the check if a forwarding address is provided or if an updated address can be located using economically reasonable methods, such as the National Change of Address Database. If an updated address cannot be determined using reasonable methods, or if the check is re-mailed and returned, the check will be canceled, and Defendant will have no further obligation to attempt to make a payment to that Settlement Class Member.

C. Uncashed/Canceled Checks: Checks shall be valid for at least 120 days from the date of issue. Funds associated with any uncashed or canceled checks shall be “**Residual Funds.**” Upon request, the Claims Administrator will provide Class Counsel with a report on uncashed or canceled checks.

**10. Attorney’s Fees and Service Award:**

A. Attorney’s Fees: Defendant agrees not to oppose an application by Class Counsel on an award of attorneys’ fees and litigation costs not to exceed \$227,000 (the “**Class Counsel Payment**”). Class Counsel and Plaintiffs agree not to seek or accept a Class Counsel Payment greater than \$227,000. Class Counsel will petition for approval of the Class Counsel Payment at least 14 days before the deadline for Settlement Class Members to opt-out or object, or on such other deadline as set by the Court. Defendant shall pay the attorneys’ fee award in addition to any benefits provided to Settlement Class Members and the cost of settlement administration. Defendant will pay, or cause to be paid, the amount approved by the Court that does not exceed \$227,000. This amount was negotiated after all material terms of the relief to Class Members were negotiated.

The Court’s consideration of the Class Counsel Payment shall be separate from its consideration of the Settlement Agreement, and the Court’s approval of the settlement shall not be

contingent upon an attorneys' fees or cost award at all or in any particular amount. If the Court reduces or disapproves Class Counsel's request for an award of attorneys' fees or costs, that will not be grounds to terminate the settlement.

The Court-approved Class Counsel Payment will not affect any benefits provided to Settlement Class Members or Plaintiffs, and will be paid separate and apart from any other sums agreed to under this Settlement Agreement. Defendant will pay, or cause to be paid, the Court-approved Class Counsel Payment within 30 days of the Effective Date by wire transfer to the attorney trust account of Class Counsel upon receipt of wiring instructions and a W-9 provided by Class Counsel. Defendant's obligations with respect to the Court-approved Class Counsel Payment shall be fully satisfied upon receipt of the funds by Class Counsel. Class Counsel will be responsible for any loss that may occur after receipt of the funds and for allocating the Court-approved Class Counsel Payment among Class Counsel or others. Defendant will have no responsibility or liability in connection with the allocation of the Court-approved Class Counsel Payment, or for any tax obligations or payments associated with the Class Counsel Payment. Class Counsel will bear all liability, and Defendant will bear no liability (beyond the Court-approved Class Counsel Payment itself), in connection with any claim for payment made by any attorney or service provider who claims to have rendered services to, for, or on behalf of Plaintiffs, any Settlement Class Member, or Class Counsel in connection with the Lawsuit and this settlement.

Except for the Court-approved Class Counsel Payment, the Parties will be responsible for their respective fees, costs, and expenses incurred in connection with the Lawsuit. No interest will accrue with respect to the Court-approved Class Counsel Payment.

B. Service Award to Named Plaintiffs: The named Plaintiffs shall seek, and Defendant agrees to pay, a service award of \$2,500 per Plaintiff, subject to Court approval (the "**Service**



**Award**”). This service award shall be separate and apart from any other sums agreed under this Settlement Term Sheet. Class Counsel and Plaintiffs agree not to seek a Service Award greater than \$2,500.

Class Counsel will petition for approval of the Service Award at least 14 days before the deadline to opt-out or object, or on such other deadline as set by the Court. Defendant will pay, or cause to be paid, the amount approved by the Court that does not exceed \$2,500 total. The Court-approved Service Award will not affect any benefit provided to Class Members, including Plaintiffs’ benefits as achieved through their submission of a valid Claim Form. Defendant will pay, or cause to be paid, the Court-approved Service Award within 30 days of the Effective Date by check payable to Class Counsel, or by wire transfer pursuant to wire instructions provided by Class Counsel. Defendant’s obligation for payment of any Court-approved Service Award will be fully satisfied upon receipt of the check or wire transfer by Class Counsel. Plaintiffs will bear all liability (beyond the Court-approved Service Award payment itself), and Defendant will bear no liability, for payment of taxes due, if any, on the Court-approved Service Award. No interest will accrue with respect to the Court-approved Service Award if paid in accordance with the Settlement Agreement. If the Court reduces or disapproves Class Counsel’s Service Award request, that will not be grounds to terminate the Settlement Agreement.

**11. Residual Funds:** All Residual Funds remaining in any account maintained by the Claims Administrator for purposes of administering this settlement shall be disbursed to a *cy pres* recipient to be agreed upon by the Parties and approved by the Court.

**12. Remediation and Security Enhancements:** Defendant has taken, or will take, the following steps to remediate the Incident and enhance its security in the relevant systems:

- A. Maintain a written information security program;

- B. Utilize commercially reasonable tools for monitoring and identification of potentially suspicious activity within its network environment, maintain processes and procedures designed to automatically bring alerts regarding such activity to the attention of the appropriate security personnel, and use commercially reasonable efforts to verify that third-party cloud services with access to customer information within the company's network environment provide a level of security, that is at least industry-standard for such service;
- C. Hire a third-party cybersecurity firm to conduct penetration tests of its student-data network on a periodic basis;
- D. Provide periodic information security training for employees with access to company systems containing customer data;
- E. Identify the attack surface and modality, disable the entry surface and account used, and restrict entitlements to resources;
- F. Reset passwords for all users; and
- G. Reimage or scan all potentially involved systems.

Costs associated with these business practice commitments will be paid by Defendant separate and apart from other settlement benefits. Defendant must certify to Class Counsel that it has complied with the requirements of this paragraph. If Defendant is unable to comply with a provision of this paragraph, it must provide an explanation for its inability to do so and a certification that it has made commercially practicable and reasonable efforts to comply.

### **SETTLEMENT ADMINISTRATION**

#### **13. Claims and Settlement Administration:**

A. Claims Administrator. The Parties have selected RG/2 Claims Administration as the third-party claims administrator (“**Claims Administrator**”) to provide notice of the settlement to the Settlement Class and otherwise administer the settlement, subject to the approval of the Court. The Claims Administrator will administer the settlement, including: (1) providing notification of the proposed settlement to the same population as Defendant's pre-Lawsuit cybersecurity incident notification in a manner mutually agreeable to the Parties, which may

include direct notification through mail and/or e-mail (where e-mail addresses are available), and targeted media publications; (2) creating and hosting a website, publicly accessible through the end of the Claims Period, dedicated to providing information related to this Lawsuit and access to relevant publicly available court documents relating to this Lawsuit, the settlement, and the Settlement Agreement, including the “Short Form Notices” and “Long Form Notice” of the settlement (attached hereto as Exhibits B and C, respectively), and offering Settlement Class Members the ability to submit claims and supporting documentation for relief; (3) maintaining a toll-free telephone number and P.O. Box by which Settlement Class Members can seek additional information regarding the Settlement Agreement; (4) processing claims and supporting documentation submissions, and the provision of approved payments to Settlement Class Members; (5) processing requests for exclusion from Settlement Class Members; and (6) providing any other administrative needs outlined by relevant provisions of the Settlement Agreement. Upon reasonable notice, the Claims Administrator and Defendant will make available for inspection by Class Counsel such information as reasonably necessary for Class Counsel to confirm that the Claims Administrator and Defendant have complied with the settlement administration aspects of the Settlement.

B. Review and Assistance. Class Counsel will be permitted to audit and review actual (or summary reports on) claims made, claims approved or denied, checks issued, calculation of benefits under the settlement, returned checks and uncashed checks to assist with (1) the effectuation of the settlement, and (2) the Parties’ desire to reasonably ensure that the benefits are administered in a manner that attempts to reach each Settlement Class Member.

C. Cost of Settlement Administration. Defendant will be responsible for the cost of settlement administration, including the payment of the Claims Administrator. The cost of

settlement administration will be paid by Defendant, separate and apart from the relief provided to Class Members. Class Counsel will not instruct the Claims Administrator to perform any work beyond that contemplated in this Agreement without the prior consent of Defendant.

D. Dispute Resolution.

- i. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) a respective Claimant is a Settlement Class Member; (2) that Claimant has provided all information needed to complete the Settlement Class Claim Form, including any documentation that may be necessary to reasonably support the losses and/or reimbursements described in Paragraph 3; and (3) the information submitted could lead a reasonable person to conclude that more likely than not that that Claimant has suffered the claimed losses as a result of the Incident. The Claims Administrator may, within sixty (60) days of the Claims Deadline, request from the Claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the claim, documentation requested on the Settlement Class Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will deem those claims invalid.
- ii. Upon receipt of an incomplete or unsigned Settlement Class Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request via email or US Mail additional information ("**Claim Supplementation**") and give the Claimant 21 days from the date

the request is sent to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within 30 days of receipt of such Claim Form or 30 days from the Claims Deadline, whichever comes later. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

- iii. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have 10 days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the Claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claim Administrator determines that such a claim is not facially valid because the Claimant has not provided all information needed to complete the Claim Form and enable the Claim Administrator to evaluate the claim, then the Claims Administrator may reject the claim without any further action. If the claim is rejected in whole or in part for other reasons, then the claim may be referred to a claims referee, who shall be selected by mutual agreement of the Parties should the need arise for said selection.
- iv. Claimants shall have 30 days from receipt of any offer of payment from the Claims Administrator to accept or reject the offer. If a Claimant rejects an offer from the Claims Administrator, the Claims Administrator shall have 15 days to reconsider its offered amount and make a final determination. If the Claimant approves the final determination, then the approved amount shall be the amount to be paid. If the Claimant does not approve the final determination within 30 days of it being made,

then the dispute may be submitted to the claims referee within 10 days from the date by which the Claimant was required to approve the final determination.

- v. If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within 30 days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within 30 days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Incident. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. The claims referee shall make a final decision within 30 days of the latter of the following events: its receipt of the submitted dispute or its receipt of all supplemental information requested.

**14. No Other Financial Obligations on Defendant:** Defendant will not be obligated to pay any fees, expenses, or costs in connection with the Lawsuit or the Settlement Agreement other than the amounts and categories specifically provided for in the Settlement Agreement.

#### **RELEASE**

**15. Release:**

A. As of the Effective Date, the relief stated above will be provided to the defined group of Settlement Class Members as consideration for a general release of Defendant and all of its agents, predecessors, successors, parents, subsidiaries, affiliates, assigns, representatives, directors, officers, employees, shareholders, members, partners, principals, attorneys, insurers and

reinsurers (the “**Released Parties**”) for all claims and causes of action pleaded or that could have been pleaded that are related in any way to the Incident (the “**Released Claims**”).

B. Plaintiffs and the Settlement Class Members agree that all federal or state laws, rules, or legal principles of any other jurisdiction are knowingly and voluntarily waived in connection with the claims released in the Settlement Agreement and agree that this is an essential term of the Settlement Agreement. Plaintiffs and the Settlement Class Members acknowledge that they may later discover claims presently unknown or suspected, or facts in addition to or different from those which they now believe to be true with respect to the matters released in the Settlement Agreement. Nevertheless, Plaintiffs and the Settlement Class Members fully, finally, and forever settle and release the Released Claims against the Released Parties.

**16. No Release of Unrelated Claims:** Notwithstanding the foregoing, the Parties expressly agree and acknowledge that the Release negotiated herein shall not apply to any litigation or claim not related to or arising out of the Incident.

#### **SETTLEMENT APPROVAL PROCESS**

**17. Preliminary Approval Order:** As soon as practicable after the execution of the Settlement Agreement, the Parties shall jointly submit this Settlement Agreement to the Court, and Plaintiffs will file a motion for preliminary approval of the settlement, requesting entry of a preliminary approval order, which:

- A. Preliminarily approves the Settlement Agreement;
- B. Certifies the Settlement Class for settlement purposes pursuant to Paragraph 2;
- C. Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to the Settlement Class Members;
- D. Appoints the Claims Administrator in accordance with Paragraph 13;

- E. Approves the notice program (as described *supra*) and directs the Claims Administrator and Defendant to provide notice to Settlement Class Members in accordance with said notice program;
- F. Approves the Short Form Notice to be mailed to Settlement Class Members and the Long Form Notice;
- G. Approves the Claim Form and directs the Claims Administrator to conduct settlement administration in accordance with the provisions of the Settlement Agreement;
- H. Approves the Exclusion, *e.g.*, opt-out, and Objection procedures outlined in the Settlement Agreement;
- I. Schedules a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court;
- J. Appoints Plaintiffs as the Settlement Class Representatives;
- K. Appoints Nicholas A. Colella of Lynch Carpenter, LLP and Kevin Laukaitis of Laukaitis Law LLC as Class Counsel for settlement purposes; and
- L. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of the Settlement Agreement.

A copy of the proposed Preliminary Approval Order is attached as Exhibit D. Should the Court decline to preliminarily approve any aspect of the Settlement Agreement, with the exception of payment of Class Counsel fees or Plaintiffs' Service Awards, the Settlement Agreement will be null and void, the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Lawsuit as if the settlement had not occurred.

**18. Class Notice:** By no later than 30 days following entry of the Preliminary Approval Order (the "**Notice Completion Deadline**"), the Claims Administrator will notify Settlement Class Members of the settlement with (a) the Short Form Notice sent by U.S. mail and/or e-mail (where e-mail addresses are available), and (b) targeted media publication. The Notice of Proposed Settlement (the "**Class Notice**") will advise that Settlement Class Members have 120 days from the date that the Class Notice is sent to submit a claim (the "**Claims Deadline**"). Before mailing



the notice, the Claims Administrator will update each Settlement Class Member's address through a reliable service of the Claims Administrator's choosing that is consistent with its customary business practices. If any mail or e-mail notice is returned to the Claims Administrator as undelivered and a forwarding address is provided, the Claims Administrator will re-mail one additional time to the new address. For those notices returned to the Claims Administrator as undeliverable with no forwarding address, the Claims Administrator will perform a skip trace search and/or make other reasonable efforts to locate an updated address and, where such an address is found, will re-mail the notice to the updated address.

**19. Right of Exclusion:** Settlement Class Members who submit a timely, written request for exclusion from the Settlement Class will be excluded from the Settlement Class. A request for exclusion must be in writing and signed by the Settlement Class Member, and the written request must state the name, address, and phone number of the person seeking exclusion. The written request also must clearly manifest a person's intent to be excluded from the Settlement Class. The request must be mailed to the Claims Administrator at the address provided in the Class Notice no later than 60 days from the date the Class Notice is issued, or any other date set by the Court. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Class Notice, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Settlement Class Member. A Settlement Class Member who submits a valid Claim Form is not eligible for exclusion, and any subsequent request for exclusion will be invalid. All persons who submit valid, timely notices of their intent to opt out of the Settlement Class shall not receive any benefits of and/or be bound by the terms of the Settlement Agreement. All persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner described in this

Paragraph shall be bound by the terms of the Settlement Agreement. Class Counsel will file a list of Settlement Class Members requesting exclusion with the Court.

**20. Right to Object:** Any Settlement Class Member who objects to the settlement may appear individually or through counsel, at his or her own expense, at the Final Approval Hearing to present any relevant evidence or argument. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 60 days from the date the Class Notice is issued, or any other date set by the Court, the Settlement Class Member files with the Court and mails to Class Counsel and Defendant's counsel written objections that include: (a) the title of the case; (b) the objector's name, address, and telephone number; (c) all legal and factual bases for any objection; and (d) copies of any documents that the objector wants the Court to consider. Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

**21. Final Approval Hearing:** At the time of the submission of the Settlement Agreement to the Court for preliminary approval, the Parties shall request that the Court hold a hearing on final

approval of the settlement (the “**Final Approval Hearing**”) approximately 150 days after entry of the Preliminary Approval Order.

**22. Motion for Final Approval:** At least 14 days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs will move for final approval of the Settlement Agreement.

**23. Final Judgment and Order:** At the Final Approval Hearing, the Parties will ask the Court to enter final judgment (the “**Final Judgment and Order**”). A copy of the proposed Final Judgment and Order is attached as Exhibit E.

**24. Finality of Judgment:** The Final Judgment and Order will be deemed final, and the “**Effective Date**” will occur: (a) 35 days after the Final Judgment and Order is entered if no notice of appeal or motion tolling the time for appeal is filed; or (b) if any such document is filed, 14 days after all appellate proceedings (including proceedings in the Court in the event of a remand) have been finally terminated and the Settlement Agreement has been finally approved in all material respects.

### **MISCELLANEOUS PROVISIONS**

**25. Medicare Reporting:** To enable reporting to the Centers for Medicare & Medicaid Services, any Settlement Class Member that is a Medicare beneficiary who sought services from a health care professional for emotional distress arising out of the Incident and may receive payment of over \$750 under this Settlement Agreement will be required to provide additional information, including their full name, gender, date of birth, and Social Security number (last five digits at a minimum) or full Medicare Beneficiary Number to be eligible for payment.

**26. Right to Terminate Settlement:** If more than 125 of the Settlement Class Members opt out of the Settlement Class, Defendant shall have the right, but not the obligation, to terminate the

Settlement Agreement. If Defendant opts to terminate the settlement agreement, the Parties shall return to their respective positions immediately prior to entering into the Settlement Agreement and the Parties' settlement negotiations shall not be admissible in any legal proceeding or construed as an admission of liability by Defendant or a concession by Plaintiff in any manner.

**27. Integration and Drafting:** The Settlement Agreement was drafted and negotiated by counsel for the Parties at arm's length. It sets forth the entire agreement among the Parties based on the material terms agreed to with the assistance of a third-party neutral.

**28. Amendment, Court Approval, Extensions:** The Settlement Agreement may not be amended without the written consent of all Parties and approval of the Court; provided, however, that the Parties may agree to reasonable extensions of time to carry out any provision of the Settlement Agreement, and provided further that any extension of more than 30 days must be approved by the Court.

**29. Construction:** The Settlement Agreement has been drafted by all Parties and shall not be construed for or against any of the Parties.

**30. Integration of Exhibits:** The exhibits to the Settlement Agreement are incorporated by reference and are an integral part of the Settlement Agreement.

**31. Counterparts:** The Settlement Agreement may be executed in counterparts, each of which will be considered an original. Executed signature pages are valid and enforceable whether they are originals or copies, and whether transmitted by facsimile, email, or any other means.

**32. Advice of Counsel:** The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its exhibits, and have

been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

**33. No Evidence, No Admission:** In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in the Lawsuit or in any other proceeding, except in a proceeding to enforce the Settlement Agreement (including its release). Without limiting the foregoing, neither the Settlement Agreement nor any related negotiations will be offered or received as evidence, or as an admission or concession, by any person of any matter, including, but not limited to, any alleged wrongdoing on the part of Defendant or the appropriateness of certification of any class.

**34. Tax Consequences:** Defendant gives no opinion as to the tax consequences of the settlement to Settlement Class Members or anyone else. Each Settlement Class Member's or other person's tax obligations, if any, and the determination of those obligations, are the sole responsibility of the Settlement Class Member or other person. Defendant and Class Counsel will act as they determine are required by the Internal Revenue Code in reporting any settlement benefit provided or attorneys' fees or costs received pursuant to the Settlement Agreement.

**35. Cooperation in Effecting Settlement:** The Parties, their successors and assigns, and their attorneys will implement the Settlement Agreement in good faith, use good faith in resolving any disputes that may arise in the implementation of the Settlement Agreement, cooperate with one another in seeking Court approval of the Settlement Agreement, and use their best efforts to effect the prompt consummation of the Settlement Agreement.

**36. Publicity:** The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. The Parties reserve their right to rebut, in a matter that such Party determines to be appropriate, any

contention made in any public forum that the Lawsuit was brought or defended in bad faith or without a reasonable basis. Notwithstanding the foregoing, the Parties may include on their websites, or social media, or provide to Settlement Class Members the notice and any signed orders from the Court regarding the settlement and may respond to inquiries from Settlement Class Members regarding the substance of the settlement; provided however, that such responses shall in no way be disparaging to a Party. Defendant may, at its sole discretion, make a public statement about its operating procedures, or changes to these procedures, relating to cybersecurity.

**37. Authority to Execute Agreement:** Each person executing the Settlement Agreement represents that he or she is authorized to execute it.

**38. No Assignment:** The Parties represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

**39. Successors and Assigns:** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

**40. Jurisdiction:** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

**41. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Massachusetts, without regard for its choice-of-law rules.

**[Remainder of Page Intentionally Left Blank]**

\_\_\_\_\_  
**Megan Jackson**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Susannah Smith**

\_\_\_\_\_  
Date

**Approved as to form:**

\_\_\_\_\_  
Nicholas A. Colella

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kevin Laukaitis

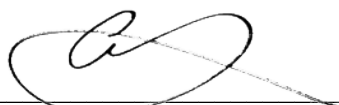
\_\_\_\_\_  
Date

*Attorneys for Plaintiffs and the Settlement  
Class*

*Michelle Quinlan*

\_\_\_\_\_  
**Suffolk University** Michelle Quinlan  
CFO and Treasurer

\_\_\_\_\_  
Date



\_\_\_\_\_  
Christopher G. Dean

November 9, 2023

\_\_\_\_\_  
Date

*Attorney for Suffolk University*

DocuSigned by:  
*Megan Elizabeth Jackson*  
E059B36F84A9455...

Megan Jackson

11/6/2023

Date

Suffolk University

Date

Susannah Smith

Date

**Approved as to form:**

*N. Colella*

Nicholas A. Colella

11/6/2023

Date

Christopher G. Dean

Date

*Attorney for Suffolk University*

Kevin Laukaitis

Date

*Attorneys for Plaintiffs and the Settlement Class*

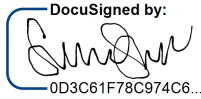


\_\_\_\_\_  
**Megan Jackson**

\_\_\_\_\_  
**Suffolk University**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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\_\_\_\_\_  
**Susannah Smith**

11/7/2023

\_\_\_\_\_  
Date

**Approved as to form:**

\_\_\_\_\_  
Nicholas A. Colella

\_\_\_\_\_  
Christopher G. Dean

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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\_\_\_\_\_  
Kevin Laukaitis

\_\_\_\_\_  
*Attorney for Suffolk University*

11/7/2023

\_\_\_\_\_  
Date

*Attorneys for Plaintiffs and the Settlement  
Class*

# Exhibit A

Your claim must be submitted online or postmarked by: **MONTH DD, 2023**

**CLAIM FORM FOR SUFFOLK UNIVERSITY  
DATA SECURITY SETTLEMENT**

**SUFFOLK  
UNIVERSITY**

*Megan Jackson, et al. v. Suffolk University*  
Case No. 1:23-cv-10019

**USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO MAKE A CLAIM FOR IDENTITY THEFT PROTECTION AND CREDIT MONITORING SERVICES AND/OR COMPENSATION FOR UNREIMBURSED LOSSES**

**GENERAL INSTRUCTIONS**

If you were notified by Suffolk University (“Suffolk”) that your personal information was potentially compromised in a data-security attack against Suffolk (the “Incident”), you are a member of the Settlement Class and eligible to complete this Claim Form to request two years of identity protection and credit monitoring service free of charge and **either**: compensation for documented unreimbursed out-of-pocket expenses up to a total of \$500 (“Ordinary Losses”), monetary losses up to a total of \$5,000 (“Extraordinarily Losses”), and up to 3 hours of lost time at \$25 per hour; **or** an alternative cash payment of up to \$40 without the need to prove any loss.

Ordinary Losses include the following:

1. Out-of-pocket expenses incurred as a result of the Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after the date on which the Settlement Class Member received written notice of the Incident through **{the preliminary approval date}**.

Extraordinary Losses include compensation for proven monetary loss, professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services incurred as a result of the Incident.

Lost Time spent dealing with the Incident will be compensated at a rate of \$25 per hour for up to three hours.

Compensation for the above losses (except lost time) will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Incident;
- The loss occurred between June 25, 2022 and **{the close of the claims period}**;
- You made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- Documentation of the claimed losses is not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

In lieu of claiming compensation for Ordinary or Extraordinary Losses and Lost Time, members of the Settlement Class may elect to receive a one-time payment of up to \$40 as a result of the Incident.

All cash payments are subject to potential proration, depending on the number and amount of claims received.

Please read the claim form carefully and answer all questions. Failure to provide required information could result in a denial of your claim.

Your claim must be submitted online or postmarked by: **MONTH DD, 2023**

**CLAIM FORM FOR SUFFOLK UNIVERSITY  
DATA SECURITY SETTLEMENT**

**SUFFOLK  
UNIVERSITY**

*Megan Jackson, et al. v. Suffolk University*  
Case No. 1:23-cv-10019

This Claim Form may be submitted electronically *via* the Settlement Website at [www.SuffolkDataSettlement.com](http://www.SuffolkDataSettlement.com) or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

*Suffolk University Claims Administrator*  
**Administrator mailing address**

**I. CLASS MEMBER NAME AND CONTACT INFORMATION**

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

**First Name**

**Last Name**

**Street Address**

**City**

**State**

**Zip Code**

**Email Address**

**Telephone Number**

**II. PROOF OF CLASS MEMBERSHIP**

Check this box to certify that you are or were a student of Suffolk between June 2002 and July 2022.

Enter the Claim ID Number provided on your Notice:

**Claim ID Number**

**III. IDENTITY THEFT PROTECTION**

Check this box if you wish to receive two (2) years of free identity protection and credit monitoring service.

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

Your claim must be submitted online or postmarked by: **MONTH DD, 2023**

**CLAIM FORM FOR SUFFOLK UNIVERSITY  
DATA SECURITY SETTLEMENT**

**SUFFOLK  
UNIVERSITY**

*Megan Jackson, et al. v. Suffolk University*  
Case No. 1:23-cv-10019

**IV. COMPENSATION FOR ORDINARY LOSSES**

Members of the Settlement Class who submit a Valid Claim using this Claim Form are eligible for reimbursement of the following **documented** out-of-pocket expenses, not to exceed \$500, as a result of the Incident:

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss
<input type="radio"/> Out-of-pocket expenses incurred as a result of the Incident, including bank fees, long distance phone charges, cell phone charges (if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel.	<input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	\$ <input type="text"/> . <input type="text"/>
<p><b>Examples of Supporting Documentation:</b> <i>Phone bills, gas receipts, postage receipts; list of locations to which you traveled (e.g., police station, IRS office), why you traveled there (e.g., police report or letter from IRS) and number of miles traveled.</i></p>		
<input type="radio"/> Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after June 25, 2022 through <b>{the preliminary approval date}</b> .	<input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	\$ <input type="text"/> . <input type="text"/>
<p><b>Examples of Supporting Documentation:</b> <i>Receipts or account statements reflecting purchases made for Credit Monitoring or Identity Theft Insurance Services.</i></p>		

**V. COMPENSATION FOR EXTRAORDINARY LOSSES**

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss
<input type="radio"/> Other monetary losses relating to fraud or identity theft, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services, incurred as a result of the Incident.	<input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	\$ <input type="text"/> . <input type="text"/>
<p><b>Examples of Supporting Documentation:</b> <i>Invoices or statements reflecting payments made for professional fees/services.</i></p>		

Your claim must be submitted online or postmarked by: **MONTH DD, 2023**

**CLAIM FORM FOR SUFFOLK UNIVERSITY  
DATA SECURITY SETTLEMENT**

**SUFFOLK  
UNIVERSITY**

*Megan Jackson, et al. v. Suffolk University*  
Case No. 1:23-cv-10019

## VI. COMPENSATION FOR LOST TIME

All members of the Settlement Class who have spent time dealing with the Incident may claim up to three (3) hours for lost time at a rate of \$25 per hour.

**Hours claimed (up to 3):**

- 1 Hour (\$25)**       **2 Hours (\$50)**       **3 Hours (\$75)**

**Attestation (You must check the box on the next page to obtain compensation for lost time)**

- I attest and affirm to the best of my knowledge and belief that any claimed lost time was spent related to the Incident between June 25, 2022 and the **close of the Claims Period**.

## VII. ALTERNATIVE CASH PAYMENT

As an alternative to claiming compensation for Ordinary Losses, Extraordinary Losses, and Lost Time above, members of the Settlement Class who submit a valid and timely claim may elect to receive a one-time \$40 payment without the need to document losses or attest to time spent as a result of the Incident. To claim this alternative cash payment, please check the box below.

**NOTE: The alternative cash payment cannot be combined with claims for reimbursement of Ordinary Losses, Extraordinary Losses, and Lost Time, and by checking the box below, you will forfeit any other claim for compensation (except Credit Monitoring) included in this Claim Form.**

- Check this box if you wish to receive an alternative cash payment of up to \$40.

## VIII. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a settlement payment:

- PayPal** - Enter your PayPal email address: \_\_\_\_\_
- Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_
- Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ or Email Address: \_\_\_\_\_

- Virtual Prepaid Card** - Enter your email address: \_\_\_\_\_
- Physical Check** - Payment will be mailed to the address provided above.

Your claim must be submitted online or postmarked by: **MONTH DD, 2023**

**CLAIM FORM FOR SUFFOLK UNIVERSITY  
DATA SECURITY SETTLEMENT**

**SUFFOLK  
UNIVERSITY**

*Megan Jackson, et al. v. Suffolk University*  
Case No. 1:23-cv-10019

**IX. MEDICARE BENEFICIARY**

Were you a Medicare beneficiary during the time period of June 25, 2022 to the present? (check one)

- Yes       No

If you are a Medicare beneficiary receiving more than \$750 under this settlement, the Claims Administrator may need to contact you for additional information related to Medicare reporting requirements.

**X. ATTESTATION & SIGNATURE**

I swear and affirm under penalty of perjury that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# Exhibit B



CLAIM ID [REDACTED]

**Why am I receiving this notice?** A class-action settlement in the case styled *Megan Jackson, et al. v. Suffolk University*, Case No. 1:23-cv-10019 in the U.S. District Court for the District of Massachusetts has been reached. The case concerns a data-security attack against the defendant, Suffolk University (“Suffolk”), which occurred on or about June 25, 2022 (the “Incident”). You are receiving this notice because Suffolk’s records show that you personally identifiable information (“PII”) was potentially compromised as a result of the Incident.

**Who’s Included in the Settlement Class?** The Settlement Class includes all U.S. residents whose PII was impacted by the Incident, which was announced on or about November 30, 2022.

**What are the Settlement terms?** The Settlement provides for two (2) years of free credit monitoring services for all members of the Settlement Class who submit a valid Claim Form. Additionally, Settlement Class Members who, as a result of the Incident, incurred: (1) documented out-of-pocket expenses are eligible to receive up to \$500 in reimbursements; (2) documented unreimbursed monetary losses are eligible to receive up to \$5,000 in compensation; and (3) lost time are eligible to receive compensation for up to 3 hours of time at \$25/hour. As an alternative to seeking reimbursement for out-of-pocket expenses, monetary losses, and lost time, Settlement Class Members who submit a valid claim are eligible to receive a cash payment of up to \$40. All cash payments are subject to potential proration, depending on the number and amount of claims received. Please visit [www.SuffolkDataSettlement.com](http://www.SuffolkDataSettlement.com) for a full description of Settlement benefits and more information on how to submit a Claim Form. The deadline to submit a Claim Form is **Month DD, 20\_\_**.

**What are my other options?** If you **Stay in** the Settlement Class, you will be legally bound by the Settlement’s terms and you will release your claims against Suffolk, regardless of whether you file a claim. If you do not want to be legally bound by the Settlement, you must **Opt Out** of the Settlement by **Month DD, 20\_\_**. If you Opt Out, you will not be entitled to any relief, but you will retain the ability to file your own claim against Suffolk. If you do not Opt Out, you may **Object** to the Settlement by **Month DD, 20\_\_**. The Long Notice available on the Settlement Website explains how to Opt Out or Object.

**The Court’s Fairness Hearing.** The Court will hold a Fairness Hearing on **Month DD, YY**, to consider whether to approve the Settlement and a request for attorneys’ fees and expenses for plaintiff’s counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don’t have to. For more information, visit the website.

**Do I have a lawyer in the case?** The Court appointed the following Class Counsel to represent the Settlement Class in this Lawsuit: **NAME / ADDRESS**.

For more information, please visit [www.SuffolkDataSettlement.com](http://www.SuffolkDataSettlement.com) or call toll-free **XXX-XXX-XXXX**

# Exhibit C

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.*

### PLEASE READ THIS NOTICE CAREFULLY

**To:** All persons who were notified by Suffolk University (“Suffolk”) that their personally identifiable information was potentially compromised in a data-security attack by unknown third-parties against Suffolk on or about June 25, 2022 (the “Incident”), referred to herein as the “Settlement Class”;

A proposed Settlement has been reached in the class-action lawsuit *Megan Jackson, et al. v. Suffolk University*, Case No. 1:23-cv-10019 in the U.S. District Court for the District of Massachusetts. The lawsuit asserted claims against Suffolk arising out of the Incident.

If you are a member of the Settlement Class, you have the following options:

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM BY</b> [REDACTED], 2023	You must submit a valid claim form to receive credit-monitoring services from the Settlement and reimbursement for unreimbursed expenses and losses.
<b>DO NOTHING</b>	You will receive no benefits from the Settlement and will no longer be able to sue the Released Parties, <sup>1</sup> including Suffolk over the claims resolved in the Settlement.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY</b> [REDACTED], 2023	You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
<b>OBJECT BY</b> [REDACTED], 2023	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class or Settlement Subclass to object to the Settlement.

No payments or other settlement benefits will be issued until after the Court gives final approval to the Settlement and any appeals are resolved.

---

<sup>1</sup> The Released Parties are Suffolk and all of its agents, predecessors, successors, parents, subsidiaries, affiliates, assigns, representatives, directors, officers, employees, shareholders, members, partners, principals, attorneys, insurers and reinsurers for all claims and causes of action pleaded or that could have been pleaded that are related in any way to Incident.

Please review this notice carefully. You can learn more about the Settlement by visiting [www.SuffolkDataSettlement.com](http://www.SuffolkDataSettlement.com) or by calling 1-XXX-XXX-XXXX.

### **Further Information about this Notice and the Lawsuit**

#### 1. Why was this Notice issued?

You received this notice because you may be a member of the Settlement Class eligible to receive benefits from a proposed settlement of the class action lawsuit *Megan Jackson, et al. v. Suffolk University*, Case No. 1:23-cv-10019 in the U.S. District Court for the District of Massachusetts (the “Lawsuit”). The Court overseeing the Lawsuit authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

#### 2. What is the Lawsuit about?

The Lawsuit is a proposed class-action lawsuit against Suffolk brought on behalf of all persons whose personally identifiable information was potentially compromised as a result of the Incident and who were sent written notice of the Incident by Suffolk.

#### 3. Why is the Lawsuit a class action?

In a class action, one or more representative plaintiffs bring a lawsuit for others who are alleged to have similar claims. Together, these people are the “class” and each individually is a “class member.” There are two Plaintiffs (or Representative Plaintiffs) in this case: Megan Jackson and Susannah Smith.

#### 4. Why is there a Settlement?

The Plaintiffs in the Lawsuit, through their attorneys (“Class Counsel”), investigated the facts and law relating to the issues in the Lawsuit. The Plaintiffs and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Plaintiffs’ claims or Suffolk’s defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive benefits from the Settlement. The Settlement does not mean that Suffolk did anything wrong, or that the Plaintiffs and/or the Settlement Class would, or would not, win the case if it were to go to trial.

## **Terms of the Proposed Settlement**

### 5. Who is in the Settlement Class?

The Settlement Class is defined as all individuals whose PII was impacted by the Incident which was announced on or about November 30, 2022.

Excluded from the Settlement Class are: (a) Suffolk's officers and directors; (b) any entity in which Suffolk has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Suffolk. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff.

### 6. What are the Settlement Benefits?

#### **Identity Protection and Credit Monitoring Services**

The proposed Settlement provides two years of credit monitoring service free of charge to Settlement Class Members who submit a valid Claim Form.

#### **Compensation for Unreimbursed Ordinary Expenses, Extraordinary Losses and Lost Time**

The Settlement also provides compensation for the following unreimbursed out-of-pocket expenses, up to a total of \$500 per member of the Settlement Class:

1. Out-of-pocket expenses incurred as a result of the Incident, including bank fees, long distance phone charges, cell phone charges (if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after June 25, 2022 through **{the preliminary approval date}**.

The Settlement further provides compensation for the following unreimbursed extraordinary losses, up to a total of \$5,000 per member of the Settlement Class:

1. Monetary losses relating to fraud or identity theft, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services, incurred as a result of the Incident.

Additionally, the Settlement provides for compensation for up to 3 hours of attested lost time at a rate of \$25 per hour for time spent dealing with the Incident.

Compensation for such expenses and losses (except for lost time), shall be paid only if:<sup>2</sup>

1. The loss is an actual, documented, and unreimbursed monetary loss;
2. The loss was more likely than not caused by the Incident;

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<sup>2</sup> Compensation for lost time requires an attestation that any claimed lost time was spent related to the Incident between June 25, 2022 and the **Close of the Claims Period**.

3. The loss occurred between June 25, 2022 and **{the close of the Claims Period}**;
4. The loss is not already covered by one or more of the normal reimbursement categories;
5. The Settlement Subclass Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
6. Documentation of the claimed losses is not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

### **Alternative Cash Payment**

As an alternative to claiming compensation for ordinary expenses, extraordinary losses, and lost time as described above, Settlement Class Members who submit a valid and timely claim may elect to receive a one-time payment of up to \$40 without the need to document losses or attest to time spent as a result of the Incident.

All monetary payments described above are subject to potential proration, depending on the number and amount of claims received.

### **New Practices**

Suffolk has implemented improvements, and plans for future implementations, to improve its cybersecurity since the Incident.

7. What claims are Settlement Class Members giving up under the Settlement?
---

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Settlement Agreement and Release (“Settlement Agreement”), and any final judgment entered by the Court, and will give up their right to sue the Released Parties for the claims being resolved by the Settlement.

The claims that are being released and the persons and entities being released from those claims are described in the Settlement Agreement. To view the Settlement Agreement, please visit [www.SuffolkDataSettlement.com](http://www.SuffolkDataSettlement.com).

## **Your Options as a Settlement Class Member**

8. If I am a Settlement Class Member, what options do I have?
---

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. However, if you want two years of credit monitoring and/or to request compensation for unreimbursed expenses and losses or the alternative cash payment, you **must** complete and submit a Claim Form postmarked or submitted online by **Month DD, 2023**. You may download or submit a Claim Form online at [www.SuffolkDataSettlement.com](http://www.SuffolkDataSettlement.com).

If you do not want to give up your right to sue the Released Parties about the Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 12 below for instructions on how to exclude yourself.

If you object to the settlement, you must remain a Settlement Class (*i.e.*, you may not also exclude yourself from the Settlement Class/Subclass by opting out) and file a written objection in this case with the Court. (*See* Question 20 below.) If you object, you must still submit a claim if you want compensation for unreimbursed losses or identity theft protection and credit monitoring services.

9. What happens if I do nothing?

If you do nothing, you will get no benefit from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Parties related to the claims released by the Settlement.

10. How do I submit a claim?

You may complete the Claim Form online at [www.SuffolkDataSettlement.com](http://www.SuffolkDataSettlement.com). You may also obtain a paper Claim Form by downloading it at [www.SuffolkDataSettlement.com](http://www.SuffolkDataSettlement.com) or by calling the claims administrator at **1-XXX-XXX-XXXX**. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically at [www.SuffolkDataSettlement.com](http://www.SuffolkDataSettlement.com) or mail them to:

Suffolk University Claims Administrator  
{Administrator Mailing Address}  
{Administrator City/State/Zip}

11. Who decides my Settlement claim and how do they do it?

The Claims Administrator will initially decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

12. How do I exclude myself from the Settlement?

You must make a signed written request that (i) clearly states that you wish to exclude yourself from the Settlement Class in this Lawsuit, and (ii) include your name, address and phone number. You must send your request by **Month DD, 2023** to this address:

Suffolk University Claims Administrator  
Attn: Exclusions  
{Administrator Mailing Address}  
{Administrator City/State/Zip}

**13. If I exclude myself, can I receive a benefit from this Settlement?**

No. If you exclude yourself, you will not be entitled to any Settlement benefits. However, you will also not be bound by any judgment in this Lawsuit.

**14. If I do not exclude myself, can I sue the Released Parties for the Incident later?**

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a benefit from this Settlement.

**15. How do I object to the settlement?**

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement benefits will be sent out and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be filed with the Court and mailed to Class Counsel and Suffolk's Counsel.

<b>Court</b>	<b>Class Counsel</b>	<b>Suffolk's Counsel</b>
<p><b>Insert Address</b></p>	<p>Nicholas A. Colella  <b>LYNCH CARPENTER, LLP</b>                      1133 Penn Avenue, 5th Floor                      Pittsburgh, PA 15222</p>	<p>Christopher G. Dean  <b>MCDONALD HOPKINS LLC</b>                      600 Superior Avenue, Ste., 2100                      Cleveland, OH 44114</p>
	<p>Kevin Laukaitis  <b>LAUKAITIS LAW LLC</b>                      954 Avenida Ponce De Leon                      Suite 205, #10518                      San Juan, PR 00907</p>	

Objections must be filed or postmarked no later than **Month DD, 2023**.

To be considered by the Court, your objection must include: (a) the title of the case; (b) your name, address, and telephone number; (c) all legal and factual bases for your objection; and (d) copies of any documents that you want the Court to consider.

Should you wish to appear at the Final Approval Hearing, you must so state, and must identify any documents or witnesses you intend to call on your behalf.

If you fail to object in this manner, you will be deemed to have waived and forfeited any and all rights you may have to appear separately and/or to object to the Settlement Agreement, and you



shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

### **Court Approval of the Settlement**

16. How, when and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **Month DD, 2023**, at **XX:XX A.M./P.M.**, at **Court Address**. At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Plaintiffs' request for attorneys' fees and costs, and Plaintiffs' request for service awards for the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check [www.SuffolkDataSettlement.com](http://www.SuffolkDataSettlement.com) to confirm the schedule if you wish to attend.

17. Do I have to attend the hearing?

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 15. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

18. What happens if the Court approves the Settlement?

If the Court approves the Settlement, there may still be appeals. If an appeal is taken, it is possible the Settlement could be disapproved on appeal. We do not know how long this process may take.

19. What happens if the Court does not approve the Settlement?

If the Court does not approve the Settlement, there will be no Settlement benefits available to Settlement Class Members, Class Counsel, or the Plaintiffs, and the case will proceed as if no Settlement had been attempted.

### **Lawyers for the Settlement Class**

20. Who represents the Settlement Class?

The Court has appointed the following Class Counsel to represent the Settlement Class Members in this Lawsuit:

Nicholas A. Colella  
**LYNCH CARPENTER, LLP**  
1133 Penn Avenue, 5th Floor  
Pittsburgh, PA 15222

Kevin Laukaitis  
**LAUKAITIS LAW LLC**  
954 Avenida Ponce De Leon  
Suite 205, #10518  
San Juan, PR 00907

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid by Suffolk, subject to Court approval. However, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the final settlement approval hearing.

21. How will the lawyers for the Settlement Class be paid?

Plaintiffs will seek an order from the Court requesting that attorneys' fees be awarded to Class Counsel in the amount of up to \$227,000 inclusive of any costs and expenses of the Litigation (the "Class Counsel Payment").

Plaintiffs will also seek an order from the Court requesting that Service Awards in the amount of up to \$2,500 be awarded to each of the Representative Plaintiffs for their time and effort expended on behalf of the Settlement Class in the Litigation.

If the Court awards the Class Counsel Payment or the Service Awards described above, the Court's award(s) will not affect any benefits provided to Settlement Class Members, or Plaintiffs.

22. Who represents Suffolk in the Lawsuit?

Suffolk is represented by the following lawyer:

Christopher G. Dean  
**MCDONALD HOPKINS LLC**  
600 Superior Avenue  
Suite 2100  
Cleveland, OH 44114

**For Further Information**

23. What if I want further information or have questions?

For additional information, please visit [www.SuffolkDataSettlement](http://www.SuffolkDataSettlement). You may also contact the Claims Administrator by mail, email or phone:

Mail:

Suffolk University Claims Administrator

{Administrator Mailing Address}

{Administrator City/State/Zip}

Email:

EMAIL ADDRESS

Phone:

XXX-XXX-XXXX

**PLEASE DO NOT CONTACT THE COURT OR SUFFOLK'S COUNSEL FOR  
INFORMATION REGARDING THIS SETTLEMENT.**

# Exhibit D

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

MEGAN JACKSON and SUSANNAH SMITH, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

SUFFOLK UNIVERSITY,

Defendant.

Case No. 1:23-cv-10019

**Honorable Judge Denise J. Casper**

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**[PROPOSED] ORDER PRELIMINARILY APPROVING THE PROPOSED CLASS ACTION SETTLEMENT, SCHEDULING HEARING FOR FINAL APPROVAL THEREOF AND APPROVING THE PROPOSED FORM AND PLAN OF CLASS NOTICE**

Plaintiffs Megan Jackson and Susannah Smith (collectively “Plaintiffs”) on behalf of the Settlement Class, having applied for an order preliminarily approving the proposed settlement (“Settlement”) of this action against Suffolk University (“Defendant” or “Suffolk”) in accordance with the Settlement Agreement and Release entered into on November 9, 2023 (the “Settlement Agreement”) between Plaintiffs and Suffolk; the Court having read and considered the memorandum of law in support of this Motion, the Settlement Agreement, accompanying documents, and the record herein; and Plaintiffs and Suffolk (collectively “Parties”) having consented to the entry of this Order,

NOW, THEREFORE, on this \_\_\_\_ day of \_\_\_\_\_, 2023, upon application of the Parties,

**IT IS HEREBY ORDERED** that:

1. Unless otherwise defined herein, the Court adopts and incorporates the definitions in the Settlement Agreement for the purposes of this Order.

2. The Court finds that it has subject matter jurisdiction to preliminarily approve the Settlement Agreement, including all exhibits thereto and the settlement contained therein and that it has personal jurisdiction over Plaintiffs, Suffolk, and all Settlement Class Members.

3. The Court finds that the applicable provisions of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure have been satisfied and that the Court will likely be able to approve the settlement and certify the Settlement Class for purposes of judgment.

4. For purposes of the settlement only, the Court conditionally certifies the following Settlement Class pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3):

All U.S. residents whose PII was impacted by the Incident, which was announced on or about November 30, 2022.

Excluded from the Settlement Class are: (a) Defendant's officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff.

5. Subject to final approval of the settlement, the Court finds and concludes for settlement purposes only that the prerequisites to a class action, set forth in Federal Rules of Civil Procedure 23(a) and (b)(3), are satisfied in that:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Settlement Class;
- c. The claims of Plaintiffs are typical of those of Settlement Class Members;
- d. Plaintiffs and Class Counsel (defined below) fairly and adequately represent the Settlement Class;

- e. Common issues predominate over any individual issues affecting Settlement Class Members; and
- f. Settlement of the Action on a class action basis is superior to other means of resolving this matter.

6. The terms of the Settlement Agreement are hereby preliminarily approved. The Court finds that the settlement was entered into at arm's length by experienced counsel and is sufficiently within the range of reasonableness, fairness, and adequacy, and that notice of the settlement should be given as provided in this Order because the Court will likely be able to approve the settlement under Rule 23(e)(2) of the Federal Rules of Civil Procedure.

7. The Court appoints Megan Jackson and Susannah Smith to serve as class representatives for settlement purposes only on behalf of the Settlement Class.

8. The Court appoints Nicholas A. Colella of Lynch Carpenter, LLP and Kevin Laukaitis of Laukaitis Law LLC as Class Counsel, having determined that the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are fully satisfied by this appointment.

9. The Court appoints RG/2 Claims Administrator LLC as Claims Administrator for purposes of this Settlement.

10. A hearing will be held on a date of the Court's convenience on or after \_\_\_\_\_ at \_\_\_\_\_ [AM/PM] (approximately 150 days after entry of this Order) in Courtroom 11, 5<sup>th</sup> Floor of this Courthouse before the undersigned, to consider the fairness, reasonableness, and adequacy of the Settlement (the "Final Approval Hearing"). The foregoing date, time, and place of the Final Approval Hearing shall be set forth in the Class Notice, which is ordered herein, but shall be subject to adjournment or change by the Court without further notice to Settlement Class Members, other than that which may be posted at the Court or on the settlement website at [www.SuffolkDataSettlement.com](http://www.SuffolkDataSettlement.com).

11. The Court reserves the right to approve the settlement at or after the Final Approval Hearing with such non-substantive modifications as may be consented to by the Parties and without further notice to the Settlement Class.

12. All proceedings in this Lawsuit as to Suffolk, other than such proceedings as may be necessary to implement the proposed settlement or to effectuate the terms of the Settlement Agreement, are hereby stayed and suspended until further order of this Court.

13. All Settlement Class Members and their legally authorized representatives, unless and until they have submitted a valid request to opt out or exclude themselves from the Settlement Class (hereinafter, "Request for Exclusion"), are hereby preliminarily enjoined (i) from filing, commencing, prosecuting, intervening in, or participating as a plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on the "Released Claims," (used herein as that term is defined in the Settlement Agreement); (ii) from filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on the Released Claims; and (iii) from attempting to effect an opt-out of a group, class, or subclass of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on the Released Claims.

14. No later than thirty (30) days after entry of this Order ("Notice Completion Deadline"), the Claims Administrator will commence sending copies of the Short Form Notice, in the form (without material variation) of Exhibit 3 to the Declaration of Nicholas A. Colella dated November 7, 2023 ("Colella Decl."), by U.S. mail and/or email (where email addresses are available) to Settlement Class Members as described in the proposed notice plan set forth in the



Declaration of Jessie T. Montague dated November 6, 2023, attached as Exhibit 2 to the Colella Decl. The email will provide links to the settlement website (identified below) where Settlement Class Members can access, among other relevant information, the Long Form Notice and Claim Form, in the form (without material variation) of Exhibits 4 and 5 to the Colella Decl.

15. Beginning no later than the Notice Completion Deadline, the Claims Administrator shall create and maintain a settlement website, [www.SuffolkDataSettlement.com](http://www.SuffolkDataSettlement.com), through the end of the Claims Period. The settlement website shall include copies of the Settlement Agreement, this Order, the Long Form Notice and Short Form Notice, the Claim Form, the motion for preliminary approval, and all supporting papers; identify important deadlines; and provide answers to frequently asked questions. The settlement website may be amended as appropriate during the course of the administration. The settlement website shall be searchable on the Internet.

16. The Claims Administrator shall maintain a toll-free telephone system with an option permitting callers to speak to live operators or to leave messages in a voicemail box. The Settlement Administrator shall also maintain an email address and P.O. Box to receive and respond to correspondence from Settlement Class Members.

17. The Court approves in form and substance the notice plan and the forms of Class Notice reflected in the proposed Long Form Notice and Short Form Notice, and the Claim Form attached as Exhibits 3-5 to the Colella Decl. The notice plan and forms of Class Notice (i) are the best notice practicable under the circumstances; (ii) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency and status of this Lawsuit and of their right to object to or exclude themselves from the proposed settlement; (iii) are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice of the Final Approval Hearing; and (iv) fully satisfy all applicable requirements of Rule 23

of the Federal Rules of Civil Procedure, due process, and any other applicable rules or laws. Non-substantive modifications to the forms of Class Notice may be made without further order of the Court.

18. Any Settlement Class Member who objects to the fairness, reasonableness, or adequacy of any term or aspect of the Settlement, the application for attorneys' fees and expenses, Service Awards, or the Final Judgment and Order, or who otherwise wishes to be heard, may appear in person or by his or her attorney at the Final Approval Hearing and present evidence or argument that may be proper and relevant. However, no Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 60 days from the date the Class Notice is issued, or any other date set by the Court, the Settlement Class Member files with the Court and mails to Class Counsel and Defendant's counsel written objections that include: (a) the title of the case; (b) the objector's name, address, and telephone number; (c) all legal and factual bases for any objection; and (d) copies of any documents that the objector wants the Court to consider. Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit.

19. Any objection to the Settlement submitted by a Settlement Class Member pursuant to paragraph 18 of this Order must be signed by the Settlement Class Member (and if applicable his, her, or its legally authorized representative), even if the Settlement Class Member is

represented by counsel. The right to object to the proposed settlement or to intervene must be exercised individually by the Settlement Class Member and not as a member of a group, class, or subclass, except that such objections and motions to intervene may be submitted by the Settlement Class Member's legally authorized representative.

20. Any Settlement Class Member who fails to comply with the requirements for objecting in writing described in paragraphs 18-19 of this Order: (a) shall be deemed to have waived and forfeited any and all rights the Settlement Class Member may have to appear separately and/or to object to the Settlement Agreement; (b) shall be forever barred from raising such objection in this or any other action or proceeding related to or arising out of the Settlement; (c) and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit. Any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

21. Any Settlement Class Member who wishes to opt out of or be excluded from the Settlement Class may do so upon written request. A request for exclusion must be in writing and signed by the Settlement Class Member, and the written request must state the name, address, and phone number of the person seeking exclusion. The written request also must clearly manifest a person's intent to be excluded from the Settlement Class. The request must be mailed to the Claims Administrator at the address provided in the Class Notice no later than 60 days from the date the Class Notice is issued. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Class Notice, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Settlement Class Member.

22. The right to be excluded from the proposed settlement must be exercised individually by the Settlement Class Member or by the Settlement Class Member's authorized representative, even if the Settlement Class Member is represented by counsel, and not as a member of a group, class, or subclass, except that a request for exclusion may be submitted by the Settlement Class Member's legally authorized representative. A request for exclusion shall not be effective unless it provides all of the required information in paragraph 21, and is either postmarked or emailed by 60 days from the date the Class Notice is issued.

23. Any Settlement Class Member who does not submit a timely and valid written request for exclusion shall be bound by all proceedings, orders, and judgments in the Lawsuit, even if the Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Released Claims.

24. Settlement Class Members that submit valid and timely requests for exclusion shall not receive any benefits of and shall not be bound by the terms of the Settlement Agreement, will not be bound by any further orders or judgments entered for or against the Settlement Class, and will preserve their right to independently pursue any claims they may have against Suffolk.

25. The Claims Administrator shall promptly log each request for exclusion that it receives and provide copies of the log to Class Counsel and Suffolk's Counsel as requested.

26. All Claim Forms shall be submitted by Settlement Class Members to the Claims Administrator as directed in the Class Notice no later than one hundred twenty (120) days after the Notice Date (the "Claims Deadline").

27. To effectuate the Settlement and the notice plan, the Claims Administrator shall be responsible for: (a) providing notification of the proposed settlement to the same population as Defendant's pre-Lawsuit cybersecurity incident notification in a manner mutually agreeable to the

Parties, which may include direct notification through mail and/or e-mail (where e-mail addresses are available), and targeted media publications; (b) creating and hosting a website, publicly accessible through the end of the Claims Period, dedicated to providing information related to this Lawsuit and access to relevant publicly available court documents relating to this Lawsuit, the settlement, and the Settlement Agreement, including the Short Form Notice and Long Form Notice of the settlement, and offering Settlement Class Members the ability to submit claims and supporting documentation for relief; (c) maintaining a toll-free telephone number and P.O. Box by which Settlement Class Members can seek additional information regarding the Settlement Agreement; (d) processing claims and supporting documentation submissions, and the provision of approved payments to Settlement Class Members; (e) processing requests for exclusion from Settlement Class Members; and (f) providing any other administrative needs outlined by relevant provisions of the Settlement Agreement.

28. All costs incurred by the Claims Administrator in effectuating the notice plan and administering the settlement shall be borne by Suffolk, pursuant to the Settlement Agreement. Class Counsel shall not, and shall have no authority to, direct the Claim Administrator to take any actions other than as specified in the Settlement Agreement or as ordered by the Court without prior consultation with and approval from Suffolk.

29. Neither this Order, the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Suffolk of the truth of any of the allegations in the Lawsuit, or of any wrongdoing or liability of any kind. All rights of Plaintiffs and Suffolk are reserved and retained if the Settlement does not become final in accordance with the terms of the Settlement Agreement.

30. Class Counsel shall file their motion for Class Counsel Payment and Service Awards no later than fourteen (14) days before the Exclusion/Objection Deadline (defined below).

31. Class Counsel shall file their motion for final approval of the settlement no later than fourteen (14) days before the Final Approval Hearing.

32. In the event that the settlement is terminated in accordance with its provisions, the Settlement Agreement and all proceedings had in connection therewith, including but not limited to all negotiations, documents, and discussions associated with it, and any requests for exclusion from the settlement previously submitted and deemed to be valid and timely, shall be null and void and be of no force and effect, except as expressly provided to the contrary in the Settlement Agreement, and shall be without prejudice to the status quo ante rights of the Parties.

33. If the settlement is terminated or is ultimately not approved, the Court will modify any existing scheduling order to ensure that the Parties will have sufficient time to prepare for the resumption of litigation.

34. The Court's preliminary certification of the Settlement Class, the appointment of Plaintiffs as class representatives, and findings in this Order shall have no effect on the Court's ruling on any motion to certify any class in the Lawsuit, or appoint class representatives, and no person may cite or refer to the Court's preliminary approval of the Settlement Class as binding or persuasive authority with respect to any motion to certify such class or appoint class representatives.

35. Unless otherwise specified, the word "days," as used herein, means calendar days. In the event that any date or deadline set forth herein falls on a weekend or federal or state legal holiday, such date or deadline shall be deemed moved to the first business day thereafter.

36. The schedule of events referenced above should occur as follows:

<b>Event</b>	<b>Date</b>
Notice Completion Deadline	No later than thirty (30) days after entry of this Preliminary Approval Order (the “Notice Date”)
Postmark/Email Deadline for Requests for Exclusion (Opt-Outs)	No later than sixty (60) days after the Notice Date (“Exclusion/Objection Deadline”)
Filing and Service Deadline for Objections	No later than sixty (60) days after the Notice Date, i.e., the Exclusion/Objection Deadline
Motion for Class Counsel Payment and Service Awards to be filed by Class Counsel	No later than fourteen (14) days before the Exclusion/Objection Deadline
Claims Deadline	No later than one hundred twenty (120) days after the Notice Date
Deadline to file Motion for Final Approval of the Settlement	No later than fourteen (14) days before the Final Approval Hearing
Final Approval Hearing	At least one hundred fifty (150) days after entry of the Preliminary Approval Order

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Hon. Denise J. Casper  
 United States District Judge

# Exhibit E



**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

MEGAN JACKSON and SUSANNAH  
SMITH, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

SUFFOLK UNIVERSITY,

Defendant.

Case No. 1:23-CV-10019

**Honorable Judge Denise J. Casper**

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**[PROPOSED] FINAL JUDGMENT AND APPROVAL ORDER OF SETTLEMENT  
WITH SUFFOLK UNIVERSITY**

This matter came before the Court for a duly-noticed hearing on [insert] (the “Final Approval Hearing”), upon Plaintiffs’ Motion for Final Approval of the Class Action Settlement with Defendant Suffolk University (“Suffolk”), which was consented to by Suffolk (together with Plaintiffs, the “Parties”). Due and adequate notice of the Settlement Agreement with Suffolk dated November 9, 2023 (the “Settlement Agreement”) having been given to Settlement Class Members, the Final Approval Hearing having been held and the Court having considered all papers filed and proceedings had herein, and otherwise being fully informed in the premises and good cause appearing therefore,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. This Order hereby incorporates by reference the definitions in the Settlement Agreement and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. For purposes only of the settlement of the Released Claims as to the Released Parties set forth in the Settlement Agreement (the “Settlement”), the Court hereby finally certifies the Settlement Class, as defined in the Court’s Order Preliminarily Approving the Proposed Class Action Settlement, Scheduling Hearing for Final Approval Thereof and Approving the Proposed Form and Plan of Class Notice dated [REDACTED], 20XX (the “Preliminary Approval Order”). ECF No. XX. Based on the record, the Court reconfirms that the applicable provisions of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for purposes only of the Settlement.

3. In so holding, the Court finds that, solely for purposes of settlement, the Settlement Class meets all of the applicable requirements of Federal Rules of Civil Procedure 23(a) and (b)(3). The Court hereby finds, in the specific context of this Settlement, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable, Fed. R. Civ. P. 23(a)(1); (b) common questions of law and fact exist with regard to the Settlement Class, Fed. R. Civ. P. 23(a)(2); (c) Plaintiffs’ claims in this litigation are typical of those of Settlement Class Members, Fed. R. Civ. P. 23(a)(3); and (d) Plaintiffs’ interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members, all of whose claims arise from the identical factual predicate, and Plaintiffs and Class Counsel have adequately represented the interests of all Settlement Class Members, Fed. R. Civ. P. 23(a)(4). The Court also finds that common issues of fact and law predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. Fed. R. Civ. P. 23(b)(3).

4. For settlement purposes only, the Court finally certifies the Settlement Class, as defined in the Settlement Agreement as:

All U.S. residents whose PII was impacted by the Incident, which was announced on or before November 30, 2022.

5. The Court appoints Plaintiffs Megan Jackson and Susannah Smith as Class Representatives and finds them to be adequate.

6. The Court appoints Nicholas A. Colella of Lynch Carpenter, LLP and Kevin Laukaitis of Laukaitis Law LLC, as Class Counsel, and finds each of them to be adequate, experienced, and well-versed in class action litigation, including data breach litigation.

7. This Court has personal jurisdiction over Plaintiffs, Suffolk (in this Lawsuit only and for purposes of this Settlement), and all Settlement Class Members and subject matter jurisdiction over the Lawsuit to approve the Settlement Agreement and all exhibits attached thereto under [28 U.S.C. § 1332\(d\)\(2\)](#).

8. The Court finds that the Class Notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order: (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Lawsuit, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Final Approval Hearing, of Class Counsel's application for an award of attorneys' fee and expenses, and of Plaintiffs' application for a Service Award associated with the Lawsuit; (c) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and (d) met all applicable requirements of [Federal Rule of Civil Procedure 23](#), due process, and any other applicable rules or law.

9. The Court finds that **XX (XX)** Settlement Class Members have validly requested to be excluded from the Settlement Class as it relates to the Settlement. The excluded Settlement Class Members are identified at ECF No. **XX**. The excluded Settlement Class Members shall

have no rights with respect to the Settlement Agreement, shall receive no payment from the sums provided for in the Settlement Agreement, and shall be deemed to have excluded themselves from the Lawsuit as against Suffolk.

10. The Court finds that XX (X) timely objections to the proposed Settlement have been submitted. Notwithstanding such objections, the Court has independently reviewed and considered all relevant factors and has conducted an independent examination into the propriety of the proposed Settlement and finds that the objections are without merit and overruled.

11. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally approves the Settlement, as set forth in the Settlement Agreement. This Court finds that the Settlement meets all requirements of Rule 23(e) of the Federal Rules of Civil Procedure and is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class, including Plaintiffs. This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of the Parties, that Class Counsel and Plaintiffs adequately represented the Settlement Class for the purpose of entering into and implementing the Settlement Agreement, that the relief provided for the Settlement Class is adequate, and that the Settlement Agreement treats Settlement Class members equitably relative to each other. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects. The Parties are hereby directed to carry out the Settlement Agreement in accordance with all of its terms and provisions, including the termination provisions.

12. If the Effective Date does not occur for any reason, the Lawsuit will revert to the status that existed before the Settlement Agreement's execution date, and the Parties shall be restored to their respective positions in the Lawsuit as if the Settlement Agreement had never

been entered into. No term or draft of the Settlement Agreement, or any part of the Parties' settlement discussions, negotiations, or documentation, will have any effect or be admissible in evidence for any purpose in the Lawsuit.

13. Plaintiffs, Suffolk, and all Settlement Class Members (except those referenced in paragraph 6 above) are bound by the Settlement Agreement and this Final Judgment and Approval Order.

14. Without affecting the finality of the Final Judgment and Approval Order for purposes of appeal, the Court reserves exclusive jurisdiction over the implementation and enforcement of the Settlement Agreement and the Settlement contemplated thereby and over the enforcement of this Final Judgment and Approval Order. The Court also retains exclusive jurisdiction to resolve any disputes that arise out of or relate to the Settlement Agreement or the Settlement, to consider or approve administration costs and fees, including but not limited to fees and expenses incurred to administer the Settlement after the entry of the Final Approval Order, and to consider or approve the amounts of distributions to Settlement Class Members. In addition, without affecting the finality of this Final Judgment and Approval Order, Plaintiffs, Suffolk, and the Settlement Class hereby irrevocably submit to the exclusive jurisdiction of the U.S. District Court for the District of Massachusetts for any suit, action, proceeding, or dispute arising out of or relating to this Final Judgment and Approval Order or the Settlement Agreement. Any disputes involving Plaintiffs, Suffolk, or Settlement Class Members concerning the implementation of the Settlement Agreement shall be submitted to the Court.

15. As of the Effective Date, the claims of each Settlement Class Member (except those referenced in paragraph 9 above) shall be released pursuant to Section 15 of the Settlement Agreement, regardless of whether the Settlement Class Member submit a claim for benefits.

16. As of the Effective Date, the Settlement Agreement and the Final Judgment and Approval Order shall be binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings against Suffolk involving Released Claims(s).

17. As of the Effective Date, the Court permanently bars and enjoins Plaintiffs and all Settlement Class Members except those referenced in paragraph 9 above from: (a) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction against Suffolk or any of the Released Parties based on the Released Claims; (b) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against Suffolk or any of the Released Parties based on the Released Claims; or (c) organizing Settlement Class Members into a separate group, class, or subclass for purposes of pursuing as a purported class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) against Suffolk or any of the Released Parties based on the Released Claims.

18. In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in this action or in any other proceeding, except in a proceeding to enforce the Settlement Agreement (including its release).

19. The Court finds that, during the course of the Lawsuit, the Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure as to each other.

20. The Court hereby confirms the appointment of RG/2 Claims Administration LLC as Claims Administrator.

21. Any data or other information provided by Settlement Class Members in connection with the submission of claims shall be held in strict confidence, available only to the Claims Administrator, Class Counsel, and experts or consultants acting on behalf of the Settlement Class. In no event shall a Settlement Class Member's data or personal information be made publicly available, except as provided for herein or upon Court Order for good cause shown.

22. Class Counsel's request for the Class Counsel Payment and Plaintiffs' application for a Service Award shall be the subject of a separate order by the Court.

23. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

24. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

25. In accordance with Federal Rule of Civil Procedure 23, this Final Judgment and Approval Order resolves all claims against all Parties in this action and is a final order. There is no just reason to delay entry of final judgment in this matter, and the Clerk is directed to file this Final Judgment and Approval Order in this matter.

**SO ORDERED.**

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J. Denise J. Casper