

Notice of Arcadia Publishing Data Incident Class Action Settlement

If you received notice of a data security incident discovered in April 2023, you may be entitled to benefits from a class action settlement.

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

Please read this Notice carefully and completely; your legal rights are affected whether you act or don't act.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A Settlement has been proposed in a class action lawsuit against Arcadia Publishing, Inc. (“Arcadia” or “Defendant”). The Settlement resolves claims brought by current and former employees, and others, impacted by the Arcadia Publishing Data Incident discovered in April 2023 and resulting in the potential compromise of Personal Identifying Information (“PII”) (the “Data Incident”).
- You may be eligible to claim three years of credit monitoring services, reimbursement for documented monetary losses (maximum payment of up to \$5,000), and reimbursement for up to five hours of time spent dealing with the effects of the Data Incident, reimbursed at a rate of \$25 per hour, from the proposed Settlement.
- In lieu of credit monitoring services, documented monetary losses, and reimbursement for lost time, you may also be eligible to receive a \$100 cash payment, increased or decreased depending upon the number of claims filed.
- To receive credit monitoring services, reimbursement for documented losses or a cash payment, you must complete and submit a Claim Form.
- Please read this notice carefully. Your legal rights will be affected, and you have a choice to make now.

Summary of Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get a payment or credit monitoring.	Online or Postmarked by March 9, 2025.
EXCLUDE YOURSELF BY OPTING OUT	Get no payment. Keep your right to file your own lawsuit against the Defendant for the same claims resolved by this Settlement.	Postmarked by February 7, 2025.
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on April 7, 2025 about the fairness of the Settlement, with or without your own attorney.	Postmarked by February 7, 2025.
DO NOTHING	Get no payment and be bound by the terms of the Settlement.	

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made and credit monitoring services will be available if the Court approves the Settlement after any appeals are resolved.

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BASIC INFORMATION

1. Why did I receive notice?

You received notice because you have been identified as a person who previously received a notice from Arcadia that your PII may have been accessed during the Data Incident, or were otherwise determined to have had PII impacted in the Data Incident. Similarly situated individuals brought a proposed class action lawsuit against Arcadia, alleging Arcadia was negligent due to its data security practices. Arcadia denied the allegations and denied that it would be found liable. The parties have now reached a proposed settlement of the lawsuit.

A court authorized this notice because you have a right to know about your rights under the proposed class action Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows, and the pending legal claims against the Defendant will be released and dismissed.

This package explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. The case is *Everingham, et al. v. Arcadia Publishing Inc.*, Case No. 2:24-cv-00487-DCN, currently pending in the United States District Court for the District of South Carolina, Charleston Division. The Honorable David C. Norton, United States District Court Judge, is in charge of this case.

2. What is this lawsuit about?

The lawsuit claims (1) on March 6, 2023 an unauthorized third party gained access to Arcadia’s systems (the “Data Incident”), (2) the Data Incident impacted certain personally identifiable information (“PII”) of Arcadia’s current and former employees, as well as individuals with whom Arcadia had done business, (3) Arcadia did not discover this Data Incident until April 19, 2023, and (4) Arcadia began notifying individuals about the Data Incident on October 4, 2023. Arcadia denies any allegations of wrongdoing and denies that Plaintiffs would prevail or be entitled to any relief should this matter proceed to be litigated.

The following types of PII were allegedly impacted: names, Social Security numbers, addresses, driver’s license/state identification numbers, and/or financial account information.

3. What is a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of themselves and other people who have similar claims. This group of people is called the “class,” and the people in the class are called “Settlement Class Members” or the “Settlement Class.” One court resolves the issues for all Settlement Class Members, except for people who exclude themselves from the class. The persons who sued here (Kate Everingham and Marissa Hagy) are called the Plaintiffs. The company they sued—Arcadia Publishing, Inc.—is called the Defendant.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits or compensation. The Class Representatives and Class Counsel think the Settlement is in the best interest of the Settlement Class.

WHO IS IN THE SETTLEMENT?

5. Who is in the Settlement?

The Settlement Class is defined as: “All individuals residing in the United States who were sent a notice by Arcadia informing them of the Data Incident Arcadia discovered in April 2023 or were otherwise determined to have had personal information potentially impacted.”

6. Are there exceptions to being included?

Yes, the following are not included in the Settlement Class: (1) the judges presiding over this Action and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, and its current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

7. What should I do if I’m not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Settlement Administrator at 1-888-726-1297 or you can visit www.ArcadiaPublishingSettlement.com for more information.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Under the Settlement, the Defendant will establish a non-reversionary Settlement Fund in the amount of four hundred and fifty thousand dollars (\$450,000). These funds will be used to pay for all valid claims made by Settlement Class Members, notice and administration costs, service awards to the Class Representatives, and attorneys’ fees and costs. Any remaining funds will be sent to South Carolina Legal Services as a *cy pres* distribution.

9. What can I get from the Settlement?

Settlement Class Members may file a claim for one or more of the following settlement benefits.

ALTERNATIVE CASH PAYMENT. Settlement Class Members may submit a claim to receive a *pro rata* cash payment from the net Settlement Fund. The amount of this Cash Payment is estimated at \$100, but may increase or decrease depending upon the number of claims filed and approved.

IF YOU SELECT THIS CASH BENEFIT, YOU MAY NOT CLAIM CREDIT MONITORING SERVICES, MONETARY LOSSES, OR LOST TIME BELOW.

Documented Monetary Losses: Settlement Class Members may submit a claim for reimbursement of documented monetary losses fairly traceable to the Data Incident up to \$5,000 per individual (“Monetary Losses”). Monetary Losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. **You must provide proper documentation to make a successful claim for Monetary Losses.**

Lost Time: Settlement Class Members with time spent remedying issues related to the Data Incident can submit a claim for reimbursement of \$25 per hour with an attestation. Claims made for Lost Time are subject to a five (5) hour cap and can be combined with reimbursement for Monetary Losses subject to the \$5,000 aggregate individual cap. No documentation other than an attestation shall be required for members of the Settlement Class to receive compensation for attested time spent.

Claims for Monetary Losses and Lost Time are subject to a *pro rata* decrease depending upon the number of claims filed and approved.

CREDIT MONITORING SERVICES: In lieu of an Alternative Cash Payment, but in addition to documented monetary losses and lost time, Settlement Class Members can submit a claim for credit monitoring services. These services include three (3) years of one-bureau coverage, dark web monitoring, real-time inquiry alerts, and \$1,000,000 of identity theft insurance.

10. What am I giving up if I stay in the class?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant or other released parties concerning the claims released by this Settlement. The Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The entire text of the Settlement Agreement can be viewed at www.ArcadiaPublishingSettlement.com.

HOW TO GET A PAYMENT – MAKING A CLAIM

11. How can I get a payment?

You must complete and submit a Claim Form by March 9, 2025. Claim Forms may be submitted online at www.ArcadiaPublishingSettlement.com or printed from the website and mailed to the address on the form. Be sure to read the Claim Form instructions carefully, include all required information, and your signature. The Settlement Administrator will review your claim to determine the validity and amount of your payment. This is a closed class. The benefits are available only to Settlement Class Members with a unique ID. All claims submitted by non-Settlement Class Members will be rejected.

12. When will I get my payment?

The Court will hold a hearing on April 7, 2025, to decide whether to approve the Settlement. Payments and credit monitoring services will be made after the Settlement is approved and becomes final (meaning there is no appeal from the order approving the Settlement). Updates regarding the Settlement will be posted on the Settlement Website, www.ArcadiaPublishingSettlement.com.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Raina C. Borrelli of Strauss Borrelli PLLC has been appointed to represent the Settlement Class. This lawyer is called Class Counsel. You will not be charged for her services.

14. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer’s services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

15. How will the lawyers be paid?

The attorney representing the class has not yet received any payment for her legal services or any reimbursement of the costs or out-of-pocket expenses she has incurred. Class Counsel plans to ask the Court to award attorneys' fees from the Settlement Fund, not to exceed one-third of the Settlement Fund (i.e., not more than \$150,000). Class Counsel also may petition the Court for her out-of-pocket costs and expenses, not to exceed \$20,000.

The Settlement Class is represented by the Plaintiffs named above, who have been designated as the "Class Representatives." Class Representatives may make a claim for benefits like all other Settlement Class Members but will also each request a \$5,000 award for the efforts they have expended on behalf of the Settlement Class.

The Court will determine whether to approve the amount of fees and costs and expenses requested by Class Counsel, as well as the amount of the service awards for the Class Representatives. Class Counsel will file an application for fees, expenses, and service awards no later than January 22, 2025. The application will be available on the Settlement Website, www.ArcadiaPublishingSettlement.com, or you can request a copy by contacting the Settlement Administrator.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I get out of the Settlement?

If you are a Settlement Class Member and you do not want the benefits from the Settlement, and you want to keep your right, if any, to sue the Defendant or released parties on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement Class.

You may opt out of the Settlement by February 7, 2025. To opt out, you must send a letter or postcard via U.S. mail to the address below that contains the following information:

- Your full name, address, telephone number, and signature;
- The words "Requests for Exclusion" at the top of the document or a clear statement of your intent to be excluded from the Settlement Class and Settlement.

You should also include the following in your letter or postcard: the name of this Litigation, or a decipherable approximation (*Everingham, et al. v. Arcadia Publishing Inc.*, Case No. 2:24-cv-00487-DCN).

You must mail your opt-out request via First-Class postage prepaid U.S. Mail, postmarked no later than February 7, 2025 to:

Everingham, et al. v. Arcadia Publishing, Inc.
Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134

If you fail to include the required information, your request will be deemed invalid and you will remain a Settlement Class Member and be bound by the Settlement, including all releases.

17. If I am a Settlement Class Member and don't opt out, can I sue the Defendant for the same thing later?

No. You must opt out of the Settlement to keep your right to sue Defendant or other released parties for any of the claims resolved by the Settlement.

18. What happens if I opt out?

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class. You will not receive a payment or credit monitoring services as part of the Settlement. You will not be bound by the Settlement, releases, or by any further orders or judgments in this case. You will keep the right, if any, to sue on the claims alleged in the case at your own expense.

In addition, if you opt out of the Settlement you cannot object to this Settlement because the Settlement no longer affects you. If you object to the Settlement and request to exclude yourself, your objection will be voided and you will be deemed to have excluded yourself.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

19. How do I tell the Court I don't like the Settlement?

If you are a Settlement Class Member and you do not opt out of the Settlement, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. You can't ask the Court to change or order a different settlement; the Court can only approve or deny this Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to any part of the proposed Settlement in writing. You may also appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

All notices of an intent to object to the Class Settlement Agreement must be written and should include all of the following:

- a) The name of this Litigation (*Everingham, et al. v. Arcadia Publishing Inc.*, Case No. 2:24-cv-00487-DCN);
- b) Your full name, current mailing address, and telephone number;
- c) The specific reasons for your objection or objections;
- d) Copies of any documents supporting your objection;
- e) A statement indicating whether the objection applies only to you, a subset of the Settlement Class, or the entire Settlement Class;
- f) The name and bar number of your attorney (if you hired one to represent you in your objection);
- g) A statement indicating whether you or your attorney intend to appear at the Fairness Hearing; and
- h) Your original signature or the signature of the attorney representing you (if any).

Completed objections must be submitted via postal mail to the Court at the following address, or by utilizing the Court’s Electronic Case Filing System (CM/ECF). The objection must be filed with the Court and postmarked if mailed no later than February 7, 2025.

Clerk of the Court
 United States District Court
 P.O. Box 835
 Charleston, SC 29402

20. What’s the difference between objecting and opting out?

Objecting is telling the Court that you don’t like something about the Settlement. You can object to the Settlement only if you are a Settlement Class Member and do not opt out of the Settlement. Opting out of the Settlement is telling the Court that you don’t want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it does not affect you.

THE COURT’S FAIRNESS HEARING

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

The Court will hold a Final Approval Hearing (also called the Fairness Hearing) at April 7, 2025, 11 am, at the United States Courthouse for the District of South Carolina, Charleston Division, located at 85 Broad Street, Charleston, South Carolina 29401, before Judge David C. Norton. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and Class Counsel’s application for attorneys’ fees, costs and expenses, and service awards. If there are objections, the Court will consider them. The Court may choose to hear from people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this notice. The date of the Fairness Hearing may change without further notice to the Settlement Class Members. Be sure to check the website, www.ArcadiaPublishingSettlement.com for updates.

Class Counsel will file a motion for final approval of the Settlement by March 24, 2025. Objectors, if any, must file any response to Class Counsel’s motion by February 7, 2025. Responses to any objections and any replies in support of final approval of the Settlement and/or Class Counsel’s application for attorneys’ fees, costs and expenses, and service awards will be filed by March 24, 2025.

22. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

23. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you should include a statement in your written objection (*see* Question 19) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well. It is in the judge’s discretion to let you speak at the Fairness Hearing. You cannot speak at the hearing if you opt out or exclude yourself from the class.

IF I DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will not get any money or credit monitoring services from this Settlement, and you will not be able to sue the Defendant or other released parties for the claims released by the Settlement Agreement.

GETTING MORE INFORMATION

25. Are more details about the Settlement available?

This notice summarizes the proposed Settlement—more details are available in the Settlement Agreement and other case documents available at www.ArcadiaPublishingSettlement.com; by reviewing the case docket and filings online at <https://www.scd.uscourts.gov>; or by visiting the office of the Clerk of the Court for the United States District Court for the District of South Carolina, 85 Broad Street, Charleston, South Carolina 29401 between 8:00 a.m. and 4:45 p.m., Monday through Friday, excluding Court holidays.

26. How do I get more information?

Visit the website, www.ArcadiaPublishingSettlement.com, where you will find more information, including the Claim Form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

Contact the Settlement Administrator:

Everingham, et al. v. Arcadia Publishing, Inc.
Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134
1-888-726-1297

PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANT TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.