

STATE OF NORTH CAROLINA
GUILFORD COUNTY

IN THE GENERAL COURT OF JUSTICE
BUSINESS COURT NO. 2024 CVS4980-400

ALBERTA STEWART, CRYSTAL ADKINS-
PENNIX, and ABIGAIL HEDGECK

Plaintiffs,

v.

GREENSBORO COLLEGE, INC.,

Defendant.

SETTLEMENT AGREEMENT AND RELEASE

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This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between (i) Greensboro College, Inc. (“Greensboro College” or “Defendant”) and (ii) Alberta Stewart, Crystal Adkins-Pennix, and Abigail Hedgecock (collectively, “Plaintiffs”), in the case of *Stewart et. al. v Greensboro College*, Case No. 24CVS004980-400, Guilford County. Defendant and Plaintiffs are collectively referred to herein as the “Parties” or “Settling Parties.” The lawsuit is referred to herein as the “Litigation.” The Settlement Agreement is subject to Court approval and intended by the Settling Parties to resolve, discharge, and settle the Released Claims and this Litigation (as defined below), upon and subject to the terms and conditions set forth below.

I. FACTUAL BACKGROUND AND RECITALS

1. On April 22, 2024, Plaintiffs filed the Class Action Complaint against Greensboro College related to a cyber security incident that it experienced on August 17, 2023 (the “Data Incident”). Plaintiffs alleged that Defendant failed to adequately secure its network, and that as a result, cybercriminals were able to access certain systems on Defendant’s network, resulting in potential unauthorized access to sensitive personal information belonging to Plaintiffs and the putative Class Members.

2. On August 6, 2024, following the exchange of informal discovery and a settlement demand, the Parties attended a mediation with well-respected mediator René Trehy (“Ms. Trehy”) wherein they were unsuccessful in resolving the matter. Following the mediation, the Parties continued negotiations through Ms. Trehy and reached an agreement in principle on August 13, 2024, resolving all claims arising from the Data Incident, including all claims Plaintiffs and Settlement Class Members have or may have had against Greensboro College and related persons and entities, as set forth herein.

3. This Settlement Agreement resolves the claims of Plaintiffs and putative Class Members related to the disclosure of their name, Social Security number, driver’s license or other government ID number, financial account information, and/or other personal, medical, or financial information (“Private Information”) in the Data Incident.

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

5. Greensboro College denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future. Defendant contends that it has maintained and continues to maintain reasonable security information practices. Despite Greensboro College’s position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, Greensboro College desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed, or document created in relation to the Settlement Agreement, or negotiation or discussion thereof is,

or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

6. The Parties now enter into this Settlement Agreement. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs' determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

7. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

8. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

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

9. “**Administrative Expenses**” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

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

11. “**Claim Form**” shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit A**.

12. “**Claims Deadline**” shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set

as a date ninety (90) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

13. **“Class”** or **“Settlement Class”** means all individuals impacted by the Data Incident, including all individuals who received notice of the Data Incident that occurred on or about August 17, 2023. The Class specifically excludes: (i) all Persons who timely and validly request exclusion from the Class; (ii) the Judge assigned to evaluate the fairness of this settlement (including any members of the Court’s staff assigned to this case); (iii) Defendant’s officers and directors, and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

14. **“Class Member”** or **“Settlement Class Member”** shall mean each member of the Settlement Class.

15. **“Class Counsel”** shall mean Philip J. Krzeski of Chestnut Cambronne PA, Raina C. Borrelli of Strauss Borrelli PLLC, and David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC.

16. **“Counsel”** or **“Counsel for the Parties”** means both Class Counsel and Defendant’s Counsel, collectively.

17. **“Court”** shall mean any judge in the North Carolina Business Court, in the above-captioned matter.

18. **“Defendant”** means Greensboro College.

19. **“Defendant’s Counsel”** shall mean Jordan O’Donnell and Claudia McCarron of Mullen Coughlin LLC.

20. **“Effective Date”** shall mean the date when the Settlement Agreement becomes Final, as defined in Paragraph 23.

21. **“Fee and Expense Application”** shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, as well as a Service Award for the Class Representatives.

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

23. **“Final”** means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the Court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fees award or service

awards made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

24. “**Final Approval Hearing**” means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving a Service Award to the Class Representatives.

25. “**Final Approval Order**” shall mean an order entered by the Court that:

- i. Certifies the Settlement Class pursuant to North Carolina Rule of Civil Procedure 23.
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiffs’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Release provided in Section VIII and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- vi. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing.

26. “**Frequently Asked Questions**” or “**FAQs**” are questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement.

27. “**Litigation**” shall mean the action captioned *Stewart, et al., v. Greensboro College, Inc.*, Case No. 24CVS004980-400, initially filed in Guilford County, North Carolina Superior Court, and assigned to the North Carolina Business Court.

28. “**Long Form Notice**” is the detailed, long form notice with content substantially in the form as **Exhibit B**, which will be posted on the Settlement Website and will include robust details about the Settlement.

29. “**Notice Date**” means the last day by which Notice may be issued to the Settlement Class Members, which shall be thirty (30) days after the entry of the Preliminary Approval Order.

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

31. “**Opt-Out Deadline**” or “**Exclusion Deadline**” is the last day on which a Settlement Class Member may file a written request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Date, or such other date as ordered by the Court.

32. “**Out-of-Pocket Losses**” means out-of-pocket costs or expenses that a Settlement Class Member actually incurred that are supported by Reasonable Documentation. “Out-of-Pocket Losses” include things such as the purchase of identity protection services, credit monitoring services, or ID theft insurance different than the services and benefits offered by Defendant, are fairly traceable to the Data Incident, and such expenses have not already been reimbursed by a third party.

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

34. “**Parties**” shall mean Plaintiffs and Defendant, collectively.

35. “**Plaintiffs**” or “**Class Representatives**” shall mean the named class representatives Alberta Stewart, Crystal Adkins-Pennix, and Abigail Hedgecock.

36. “**Preliminary Approval Order**” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement. A proposed order is attached as **Exhibit C**.

37. “**Private Information**” means name, Social Security number, driver’s license or other government ID number, financial account information, and/or other financial information, health insurance and medical information, and additional personally identifiable information (“PII”) that Defendant collected and maintained, as those terms are defined by applicable data breach notification laws.

38. “**Released Claims**” shall have the meaning ascribed to it as set forth in Section VIII of this Settlement Agreement.

39. “**Released Parties**” shall have the meaning ascribed to it as set forth in Section VIII of this Settlement Agreement.

40. “**Releasors**” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns, and anyone claiming by, through, or on behalf of them.

41. “**Remainder Funds**” means any funds that remain in the Settlement Fund after all deductions from the Settlement Fund and for settlement payments to Class Members. The funds remaining in the Settlement Fund after settlement payments have been distributed and the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be sent to one or more court-approved charitable organizations as a *cy pres* distribution. The Parties will jointly recommend the entity or entities to the Court that will be the recipients of the *cy pres* distribution, which shall be the Downtown Greenway Final Mile Campaign.

42. “**Service Award**” shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement. The Service Awards requested in this matter will be \$3,000 to each Plaintiff, subject to court approval.

43. “**Settlement Administrator**” means, subject to Court approval, Verita., an entity jointly selected and supervised by Class Counsel and Defendant to administer the settlement.

44. “**Settlement Class List**” means a list of each Settlement Class Member’s full name, and current or last known address, which Defendant or Defendant’s agent shall provide to the Settlement Administrator within seven (7) days of the entry of the Preliminary Approval Order.

45. “**Settlement Fund**” means a non-reversionary common fund, paid by or on behalf of Defendant, in the amount of \$550,000, including any interest accrued thereon after payment, this being the full and complete limit and extent of Defendant’s obligations with respect to the Settlement.

46. “**Settlement Payment**” means the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member from the Settlement Administrator from the Settlement Fund.

47. “**Settlement Website**” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of the Long Form Notice, this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website, www.GreensboroCollegeDataSettlement.com (or something substantively similar), will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a Claim, Objection, Exclusion requests, and the date of the Fairness Hearing. The Settlement Website is viewed as an important piece of the Notice Plan to Class Members. The Settlement Website will remain active until 120 days after the Effective Date.

48. “**Short Form Notice**” is the postcard notice that will be mailed to the Settlement Class Members, which shall be in a form substantially similar to **Exhibit D** attached hereto.

49. “**Taxes and Tax-Related Expenses**” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendant with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

III. SETTLEMENT FUND

50. **Establishment of Settlement Fund.** Defendant agrees to make a payment of, and deposit that payment into, the Settlement Fund as follows: (a) Within twenty (20) days of the Court granting preliminary approval of this Settlement Agreement, Defendant shall pay, from the total settlement amount, to the Settlement Administrator an amount estimated by the Settlement

Administrator (said amount being part of and not in addition to the Settlement Fund) to defray the actual expenses of notice to Settlement Class Members; (b) not more than thirty (30) days after the Effective Date, Defendant shall pay into a Qualified Settlement Fund to be established and maintained by the Settlement Administrator the remaining portion of the Settlement Fund; (c) not more than forty-four (44) days after the Effective Date, the Settlement Administrator shall pay to Class Counsel any attorneys' fees, costs, expenses, and service award; and (d) not more than sixty (60) days after the Effective Date, the Settlement Administrator shall pay Settlement Payments to Participating Settlement Class Members. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendant's liability shall not exceed \$550,000.00. To the extent this Settlement Agreement is not finally approved, Defendant will be entitled to the return of any amounts not already incurred by the Settlement Administrator in connection with administration of the Settlement. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9 to Defendant within five (5) days of the entry of the Preliminary Approval Order. Following Defendant's payment of all Settlement Fund monies as described in this Paragraph after Final Approval, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the selection of the Settlement Fund account, investment of Settlement Fund account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes or Tax-Related Expenses imposed on the Settlement Fund account or its distributions, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund.

51. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund, upon Final Approval, is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. The Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation ("FDIC"). Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

52. **Custody of Settlement Fund.** The Settlement Fund, upon Final Approval, shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with this Agreement.

53. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund, upon Final Approval, shall be used by the Settlement Administrator to pay for the following (in this order): (1) Administrative Expenses; (2) Fee Award and Expenses as awarded by the Court; (3) Service Awards approved by the Court; (4) valid claims for Out-of-Pocket Losses and *Pro Rata* Cash Payments; and (5) any *cy pres* award of Remainder Funds (to

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

54. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their Counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective Counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

IV. SETTLEMENT BENEFITS AND ADMINISTRATION

55. **Claimed Benefits:** All Class Members shall have the opportunity to submit a Claim Form for certain benefits. The claimed benefits, as described below, shall include: (a) Out-of-Pocket Losses; (b) credit monitoring; and (c) *Pro Rata* Cash Payments. The amount of claimed benefits received will be calculated in the following order: (1) Out of Pocket Losses and (2) *Pro Rata* Cash Payment. In the unlikely event that the Settlement Fund is insufficient to cover all Out-of-Pocket Losses, such claims shall be reduced *pro rata* to account for the amount of remaining funds, and no additional monetary benefits shall be paid to any claimants.

56. **Out-of-Pocket Losses.** The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$5,000 per person who is a member of the Settlement Class, upon submission of a claim and supporting documentation, for out-of-pocket monetary losses incurred as a result of the Data Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members with Monetary Losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that show the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

57. ***Pro Rata* Cash Payment.** All Settlement Class Members may file a claim for a cash payment of approximately \$75.00. Settlement Class Members may make claims for both Out-of-Pocket Losses and the *Pro Rata* Cash Payment. The amount of this claim shall be *pro rata* increased or decreased based on the money remaining in the Settlement Fund after the payment of

any Fee Award and Expenses, Service Awards, Administrative Expenses, and claims for Out-of-Pocket Losses.

58. **Credit Monitoring.** In addition to submitting a request for out-of-pocket loss and a *Pro Rata* cash payment, Settlement Class Members may also make a claim for three-year, three-bureau credit monitoring. The identity monitoring will include: (i) real time monitoring of the credit file; (ii) dark web scamming with notification if evidence of the individual's Private Information is found; (iii) identity fraud loss insurance (no deductible) up to \$1 million; (iv) access to fraud specialists to help investigate instances of identity theft; and (v) identity theft restoration services.

59. **Business Practices Changes & Confirmatory Discovery.** Defendant has provided reasonable access to confidential confirmatory discovery regarding its information security policies and the changes and improvements that have been made or are being made to protect sensitive data. Even though the exact value of the security upgrades is not available, the upgrades are believed to cost Defendant more than \$30,000 on an annual basis.

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

- i. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information and allow the claimant 14 days from the date of the request to cure the defect. If the defect is not cured within the time allotted, then the claim will be deemed invalid.
- ii. Following timely receipt of additional information pursuant to a request by the Settlement Administrator under Paragraph 60(i), the Settlement Administrator shall have 10 days to accept or reject the Claim. If, after review of the Claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is valid, then the Claim shall be paid. If the Settlement Administrator determines the Claim is not valid because the claimant has not provided the information requested by the Settlement Administrator, then the Settlement Administrator may reject the Claim without

any further action. A defect in one Claim shall not cause rejection of any other Valid Claim submitted by the claimant.

- iii. Class Members shall have 10 days from receipt of the approval of a Claim that provides a payment that deviates from the losses described on the Claim Form to accept or reject the Claim. This provision does not apply where the Claim value deviates due to a *pro rata* increase or decrease.

61. **Administrative Expenses:** The Settlement Fund amount provided by Defendant, or on behalf of Defendant, will pay the entirety of the settlement administration fees, including the cost of notice. Class Counsel solicited competitive bids for the settlement administration fees and to rely upon postcard notice, all in order to contain the Notice and Administrative Expenses while still providing effective notice to the Class. Administrative Expenses shall be paid through the Settlement Fund and are limited to the Settlement Fund amount.

62. The Settlement Fund represents the total extent of Defendant's monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed under this Section and shall be final. Defendant shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund

63. Once a Settlement Administrator is mutually agreed to by the Parties and after the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice in a manner mutually agreed upon by the Parties and approved by the Court.

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

V. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

65. **Notice.** Within seven (7) days of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days of Preliminary Approval, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be disseminated via U.S. mail to all Settlement Class Members. Class Counsel may direct the Settlement Administrator to send reminder notices to Settlement Class Members at any time prior to the Claims Deadline. The process to issue Notice as described in this paragraph and the creation and maintenance of the Settlement Website www.GreensboroCollegeDataSettlement.com, or substantively similar, shall constitute the "Notice Plan."

66. **Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not

file a timely and adequate objection in accordance with Paragraph 68 waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

67. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, email address, personal signature, and the words “Request for Exclusion” or a comparable statement in the communication indicating that the individual does not wish to participate in the Settlement. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

68. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting written objections to the Settlement Administrator Verita no later than the Objection Deadline. A written objection must include (i) the name of the proceeding; (ii) the Settlement Class Member’s full name, current mailing address, email address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous 5 years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney.

69. Within seven (7) days of the Opt-Out and Objection deadline, the Settlement Administrator shall provide Counsel with a list of any Opt-Outs and Objections.

VI. PRELIMINARY APPROVAL, FINAL APPROVAL AND JURISDICTION

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

71. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties.

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

73. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court

shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VII. MODIFICATION AND TERMINATION

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

75. **Defendant's Option.** Defendant shall have the right to, in its sole discretion, terminate the Agreement pursuant to the procedures in Paragraph 76 if more than 250 Settlement Class Members submit valid requests to opt out of the Settlement Class. In no event will Class Counsel, the Settlement Class Representative, Defendant's corporate officers, or Defendant's counsel encourage Class Members to opt-out of the Settlement Class.

76. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

VIII. RELEASES

77. Upon Final Approval of this Settlement Agreement, Releasors release, acquit, and forever discharge Greensboro College and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Trustees, and the present and former directors, officers, employees, agents, insurers, and agents thereof, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them associated with the Data Incident ("Released Parties"), including, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

78. Releasors release the Released Parties from any and all past, present, and future claims and causes of action related to the Data Incident, including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. § 45, *et seq.*, and all similar statutes in effect in any states in the United States as defined below; state consumer-protection statutes; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; breach of the covenant of good faith and fair dealing; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief or judgment, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Class Member against any of the Released Parties based on, relating to, concerning or arising out of the alleged Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement.

79. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasor, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon Final Approval of this Settlement Agreement, Releasors shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Upon the Effective Date, each of the Releasors shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Settlement Class Representatives, the Settlement Class, and the Releasors acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that

it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

Settlement Class Representatives and Class Counsel acknowledge, and each Participating Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of unknown claims in the Release was separately bargained for and was a material element of the Settlement Agreement.

80. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

81. **Mutual Understanding.** The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

82. **Bar to Future Suits.** Upon entry of the Final Approval Order, the Settlement Class Representatives, Settlement Class Members, and Releasors shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendant or any other Released Party or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

IX. SERVICE AWARD PAYMENTS

83. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Award Payments for the Settlement Class Representatives in recognition for their contributions to this Litigation not to exceed \$3,000.00 per Plaintiff. The Settlement Administrator shall make the Service Award Payments to the Settlement Class Representatives from the Settlement Fund. Such Service Award Payments shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than forty-four (44) days after the Effective Date.

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

X. ATTORNEYS' FEES, COSTS, EXPENSES

85. **Fee Award and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of attorneys' fees to

be paid from the Settlement Fund not to exceed one-third (33.33%) of the Settlement Fund for fees, or \$183,333.33, and litigation expenses (exclusive of Administrative Expenses) not to exceed \$30,000.00. Prior to the disbursement or payment of the Fee Award and Expenses under this Agreement to the IOLTA trust account of Chestnut Cambronne PA (“Chestnut”), Chestnut shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. Any Fee Award and Expenses (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than forty-four (44) days after the Effective Date.

XI. NO ADMISSION OF LIABILITY

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

87. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency, or other tribunal.

XII. MISCELLANEOUS

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

89. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and where such changes are non-material, the exhibits to this Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of Notice to the Settlement Class.

90. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All references to “days” in this agreement shall refer to calendar days unless otherwise specified.

91. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

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

93. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other in good faith prior to seeking Court intervention.

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

95. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

96. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Philip J. Krzeski
CHESTNUT CAMBRONNE PA
100 Washington Ave., Ste. 1700
Minneapolis, MN 55401-2138
Pkrzeski@chestnutcambronne.com

Raina C. Borrelli
STRAUSS BORELLI PLLC
980 N. Michigan Ave., Ste. 1610
Chicago, IL 606011
raina@straussborrelli.com

David K. Lietz
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
5335 Wisconsin Avenue NW
Suite 440
Washington, DC 20015
866-252-0878
Fax: 202-686-2877
dlietz@milberg.com

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:

Claudia D. McCarron
Jordan S. O'Donnell

MULLEN COUGHLIN LLC
426 W. Lancaster Avenue, Suite 200
Devon PA 19333
Phone: (267) 254-4106
jsodonnell@mullen.law
cmccarron@mullen.law

The notice recipients and addresses designated above may be changed by written notice.

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

SIGNATURE PAGE

By: Jordan O'Donnell Date: 10/30/2024
Jordan S. O'Donnell
Mullen Coughlin LLC

By: Emily Scott Date: 10/30/2024
Representative of Greensboro College

DocuSigned by:
By: Phil J. Krzeski Date: 10/31/2024 | 3:20 PM PDT
Philip J. Krzeski
Chestnut Cambronne PA

By: Raina Borrelli Date: 10 / 31 / 2024
Raina C. Borrelli
Strauss & Borelli PLLC

By: /s/ David K. Lietz Date: 10/31/2024
David K. Lietz
Milberg Bryson Coleman Phillips
Grossman, PLLC

By: [Signature] Date: 10 / 31 / 2024
Plaintiff Alberta Stewart

By: _____ Date: _____
Plaintiff Crystal Adkins-Pennix

By: _____ Date: _____
Plaintiff Abigail Hedgecock

SIGNATURE PAGE

By: _____ Date: _____
Jordan S. O'Donnell
Mullen Coughlin LLC

By: _____ Date: _____
Representative of Greensboro College

By: _____ Date: _____
Philip J. Krzeski
Chestnut Cambronne PA

By: _____ Date: _____
Raina C. Borrelli
Strauss & Borelli PLLC

By: _____ Date: _____
David K. Lietz
Milberg Bryson Coleman Phillips
Grossman, PLLC

By: _____ Date: _____
Plaintiff Alberta Stewart

By: _____ Date: _____

10/29/2024 | 11:27 AM EDT
Plaintiff Crystal Adkins-Pennix

By: _____ Date: _____
Plaintiff Abigail Hedgecock

SIGNATURE PAGE

By: _____ Date: _____
Jordan S. O'Donnell
Mullen Coughlin LLC

By: _____ Date: _____
Representative of Greensboro College

By: _____ Date: _____
Philip J. Krzeski
Chestnut Cambronne PA

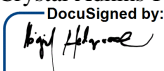
By: _____ Date: _____
Raina C. Borrelli
Strauss & Borelli PLLC

By: _____ Date: _____
David K. Lietz
Milberg Bryson Coleman Phillips
Grossman, PLLC

By: _____ Date: _____
Plaintiff Alberta Stewart

By: _____ Date: _____
Plaintiff Crystal Adkins-Pennix

By: _____ Date: _____
Plaintiff Abigail Hedgecock

DocuSigned by:


Date: 10/29/2024 | 9:45 AM PDT