

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Jessica McRorie, Elynnie Batin, Jane Doe, Rocky Hawley, Andrew Metcalf, Thomas Maxim, and Kathleet Yarr as Personal Representative for the Estate of Ian Christiansen, individually and on behalf of all others similarly situated (“Plaintiffs”), and Akeela, Inc. (“Defendant” or “Akeela”) (collectively the “Parties”). As detailed below, this Settlement Agreement releases and forever discharges and bars all claims asserted (or that could have been asserted) in the class action lawsuit captioned *Batin et al. v. Akeela, Inc.*, 3AN-25-07526-CI, filed in the District/Superior Court for the State of Alaska at Anchorage. The Settlement Agreement is subject to Court approval and intended by the Settling Parties to resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions set forth below.

I. FACTUAL BACKGROUND AND RECITALS

On August 8, 2024, Plaintiff McRorie filed her class action lawsuit against Defendant related to a cybersecurity incident that Defendant discovered on or about June 22, 2023 in the United States District Court for the District of Alaska. The complaint alleged that Defendant failed to adequately secure its network and, as a result, cybercriminals were able to access Defendant’s network and the Personal Information of current and former patients, including names, Social Security numbers, dates of birth, and medical diagnosis and treatment information. Plaintiff McRorie subsequently dismissed her complaint and Plaintiffs jointly filed the Complaint in the instant matter alleging substantially the same allegations that were raised in Plaintiff McRorie’s initial filing.

Defendant denies (i) the allegations and all liability with respect to facts and claims alleged in Plaintiffs’ Class Action Complaint and the Action; (ii) that the Class Representative in the Action and the class she purports to represent have suffered any damages; and (iii) that the Action satisfies the requirements to be certified or tried as a class action. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth 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, any wrongdoing or liability.

The Settlement Agreement resolves all claims of Plaintiffs and Settlement Class Members related to the alleged disclosure of their Personal Information as a result of the Data Incident.

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

In exchange for the mutual promises, agreements, releases, and other good and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

DEFINITIONS

1. “**Action**” means *Batin, et al. v. Akeela, Inc.*, which is now pending in the Superior Court for the State of Alaska at Anchorage, Case number 3AN-25-07526-CI.

2. “**Approved Claim**” means a timely and properly submitted claim by a Participating Settlement Class Member that has been approved as a Valid Claim by the Settlement Administrator.

3. “**Defendant’s Counsel**” means David A. Yudelson of Constangy, Brooks, Smith & Prophete LLP.

4. “**Claim Form**” or “**Claim**” means the form(s) Participating Settlement Class Members must submit to be eligible for benefits paid under the terms of the Settlement. The Claim Form will be in a form substantially as shown in attached Exhibit A, which will be available on the Settlement Website.

5. “**Claims Deadline**” means the postmark date or online submissions deadline by which Participating Settlement Class Members must submit complete Claim Form(s) to be considered timely, which will occur 90 days from the Notice Deadline.

6. “**Claims Period**” means the period during which Settlement Class Members may submit a Claim Form to receive Settlement benefits, which will start on the Notice Deadline and end on the Claims Deadline.

7. “**Class Counsel**” means Gary M. Klinger of Milberg, Coleman, Bryson, Phillips, Grossman, PLLC and Jeff Ostrow of Kopelowitz Ostrow Ferguson Weiselberg Gilbert.

8. “**Settlement Class Representatives**” means the named Class Representatives Jessica McRorie, Elynnie Batin, Jane Doe, Rocky Hawley, Andrew Metcalf, Thomas Maxim, and Kathleet Yarr as Personal Representative for the Estate of Ian Christiansen..

9. “**Court**” means the District/Superior Court for the State of Alaska at Anchorage, or such other judge to whom the Action may hereafter be assigned.

10. “**Data Incident**” means the data security incident Defendant learned about on or about June 22, 2023, in which unauthorized third parties accessed data, including the personal and confidential information of current and former employees, including their names, Social Security numbers, dates of birth, and medical diagnosis and treatment information.

11. “**Effective Date**” means one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment or one (1) business day following entry of the Final Approval Order and Judgment if no parties have standing to appeal and no objections have been filed to the Agreement; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, one (1) business day after the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

12. “**Final**” shall mean the occurrence of all of the following events: (i) the Settlement under to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a

Final Approval Order and Judgment (as defined below); 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 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.

13. **“Final Approval Order and Judgment”** means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement; certifies the Settlement Class; finds that the Settlement Agreement is fair, reasonable, and adequate and was entered into in good faith and without collusion; approves and directs the consummation of this Agreement; approves the Release contained in this Agreement and orders that as of the Effective Date that the Released Claims will be released as to the Released Parties; dismisses the Action with prejudice and without costs, except as explicitly set forth in this Agreement; otherwise satisfies the settlement-related provisions of the Alaska Rules of Civil Procedure; and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant’s Counsel will work together on a proposed Final Approval Order and Judgment, which both parties must approve before filing.

14. **“Final Approval Hearing”** means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement under the Alaska Rules of Civil Procedure and whether to issue the Final Approval Order and Judgment.

15. **“Litigation Costs and Expenses”** means reasonable costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, and settling the Action, as approved by the Court.

16. **“Long-form Notice”** means the long-form notice of settlement posted on the Settlement Website substantially in the form as shown in the attached Exhibit B.

17. **“Notice”** means notices and Reminder Notice(s) of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Long-Form Notice (Exhibit B), and/or the Short-Form Notice (Exhibit C), and/or the Reminder Notice, substantially in the respective forms as shown in Exhibits B and C attached hereto.

18. **“Notice Deadline”** means the last day by which Notice must issue to the Settlement Class Members and will occur 30 days after entry of the Preliminary Approval Order.

19. **“Notice and Administrative Expenses”** means all 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 funds to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement including, but not limited to, any administrative expenses or fees, Settlement Website fees, state, local, or federal taxes, and legal, accounting, or actuarial fees related to the operation of this Settlement.

20. **“Objection Deadline”** is the last day on which a Settlement Class Member may make a written objection to the Settlement or Fee Application, which will be 60 days after the

Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

21. **“Opt-Out Deadline”** is the last day on which a Settlement Class Member may mail a written request to be excluded from the Settlement Class, which will be 60 days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

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

23. **“Preliminary Approval Order”** means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Alaska Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment that is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant’s Counsel will work together on a proposed Preliminary Approval Order, which the parties must approve before submission to the Court.

24. **“Personal Information”** means names, Social Security numbers, dates of birth, and medical diagnosis and treatment information that Defendant collected and maintained.

25. **“Releases”** means the releases and waivers set forth below in this Agreement.

26. **“Released Claims”** means any and all claims or causes of action of every kind and description, without limitation, whether class or individual in nature, that were asserted, could have been asserted, could in the future be asserted, or are related to the claims that were, could have been, or could in the future be asserted, related to the Data Incident by the Settlement Class, or by any member or representative of the Settlement Class (including, without limitation, any claims for alleged violations of federal or state statutory or common law, or any other law, and for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), by reason of, arising out of, based on, or in any way relating to the facts, acts, events, transactions, occurrences, courses of conduct, business practices, representations, omissions, circumstances, or other matters referenced in or relating to the Data Incident and this Action (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action. The definition of “Released Claims” shall be construed as broadly as possible under Alaska and Ninth Circuit law to effect complete finality over this Action. “Released Claims” also shall have the meaning ascribed to it as set forth in further detail below.

27. **“Released Parties”** means Defendant, and its past, present, and future parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, related or affiliated entities, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, Representative, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on Defendant’s behalf, in their

capacity as such. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

28. **“Releasing Parties”** means (i) Plaintiffs and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, Representative, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in this Agreement.

29. **“Reminder Notice”** means a copy of the Short-Form Notice (Exhibit C) that will be emailed to all Class Members with a known email address and mailed to the remaining Class Members for whom no known or valid email addresses exist via postcard. The Reminder Notice shall be issued no later than 14 days before the Claims Deadline.

30. **“Request for Exclusion”** is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from or “opt out of” the Settlement Class in the form and manner provided for in the Notice.

31. **“Service Award Payment”** means compensation awarded by the Court and paid to each Settlement Class Representative in recognition of their role in this litigation, which shall not exceed \$1,000, as approved by the Court.

32. **“Settlement”** means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

33. **“Settlement Administration Costs”** shall mean the costs incurred by the Settlement Administrator to administer the Settlement, including the cost of Notice.

34. **“Settlement Administrator”** means Simpluris which will serve as the settlement administrator and notice provider for the settlement.

35. **“Settlement Class”** means all U.S. residents whose Personal Information was compromised in the Data Incident discovered by Defendant on or about June 22, 2023. All members of the Settlement Class that do not opt-out of the settlement shall be referred to as Settlement Class Members. The Settlement Class specifically excludes: (i) Akeela, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; 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.

36. **“Settlement Class List”** means the list generated by Defendant containing the full names and physical and email addresses, to the extent known, for Settlement Class Members for all persons who fall under the definition of the Settlement Class, which Defendant shall provide to the Settlement Administrator within 10 days of the Preliminary Approval Order.

37. **“Settlement Class Member”** means an individual who falls within the definition of the Settlement Class.

38. **“Settlement Fund”** means a non-reversionary common fund created by the Settlement Administrator and funded by Defendant in the amount of Fifty Thousand Dollars (\$50,000).

39. **“Settlement Payment”** or **“Settlement Check”** mean the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to Section I below for a Valid Claim.

40. **“Settlement Website”** means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs’ Motion for Preliminary Approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ Fee Application, and the operative complaint in the Action. The Settlement Website shall also include a downloadable copy of the Long Form Notice and the Claim Form for Settlement Class Members to access. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website will also provide a toll-free telephone number, contact form, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least 30 days after all Settlement Payments have been distributed.

41. **“Short-Form Notice”** means the content of the emailed or mailed notice to the proposed Settlement Class Members substantially in the form as shown in Exhibit C attached hereto. The Short-Form Notice will direct the recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing as defined below.

42. **“Unknown Claims”** means any of the Released Claims that any Settlement Class Member, including the Settlement Class Representative, does not know or suspect to exist in his or her favor at the time of the release of the Released Parties arising out of or related to the Data Incident and claims pled in the Complaint that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision to participate in this Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Settlement Class Members, including the Named Plaintiffs, expressly shall have and by operation of the Judgment shall have, released any and all Released Claims, including Unknown Claims. With respect to any and all Released Claims, including Unknown Claims, the Parties stipulate and agree that upon the Effective Date, the Class Representative expressly shall have, and each of the other Settlement Class Members shall be

deemed to have, and by operation of the Final Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by Alaska law, or the law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil 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.

Settlement Class Members may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, including Unknown Claims, but the Class Representative expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including Unknown Claims. The Parties acknowledge the Settlement Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

43. **“Valid Claim”** means a Settlement Claim, determined to be timely, complete, and verified by the Claims Administrator to meet all the required criteria for the claim being submitted, including the amount approved by the Settlement Administrator (even if that determination is made following the dispute resolution process described herein).

II. SETTLEMENT BENEFITS

44. **Settlement Fund:** Within twenty-one (21) days of an order granting preliminary approval of the Settlement, Defendant will fund a non-reversionary cash settlement fund in the amount of \$50,000.00 (Fifty-Thousand Dollars and Zero Cents).

45. **Pro Rata Cash Payment.** All Settlement Class Members may submit a claim for a *pro rata* cash share of the Settlement Fund. The amount of the pro rata cash payment will be determined by dividing the total number of Valid Claims received by the amount of the Settlement Fund.

46. **Identity Theft Protection and Credit Monitoring.** In addition to the Pro Rata Cash Payment, all Settlement Class Members will receive two years of Financial Shield with 1B credit monitoring. The Short Form Notice will contain a code which will allow Settlement Class Members to claim this benefit. Following the Effective Date, the Settlement Administrator will provide Settlement Class Members with instructions on how to use their unique code to enroll in Financial Shield.

47. **Business Practice Changes.** Plaintiffs have received information regarding reasonable steps Defendant has undertaken to further secure its systems and environments based on the Data Incident. Defendant has provided confidential discovery regarding the facts and circumstances of the Data Incident and Defendant’s response thereto, and the changes and improvements that have been made or are being made to protect class Members’ Personal

Information.

48. **Residual Funds/Pro Rata Reduction.** If Compensation for Pro Rata Cash Payments do not exceed the Settlement Fund, all remaining funds will be distributed on a per class member basis, to all Settlement Class Members who submitted a Valid Claim. As to any portion of the settlement fund that remains after all of the above have been paid, and the time to cash the settlement check has elapsed, it shall be distributed *cy pres* to the Legal Foundation of Washington.

49. **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; and (3) 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. For any such claims that the Settlement Administrator determines to be invalid, the Settlement Administrator will submit those claims to the Settling Parties, by and through their respective Counsel. 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, 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 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.

III. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

50. **Payment Timing.** Payments for Valid Claims for Pro Rata Cash Payments shall be issued in the form of a check mailed and/or an electronic payment to the Settlement Class Member as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the date the claim is approved.

51. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within 120 days of their date of issue.

52. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within 30 days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an email and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for 90 days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

53. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within 120 days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by email and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) mail the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Upon request of a Participating Settlement Class Member, the Settlement Administrator may re-issue a check for up to an additional 90-day period following the original 120-day period. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for 90 days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

54. **Deceased/Incapacitated Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, incapacitated, or subject to guardianship during the Claims Period, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased, documentation establishing the proper estate representative to whom to mail the Settlement Check, and after consultation with Class Counsel and Defendant's Counsel.

II. CLAIMS AND DISTRIBUTION OF SETTLEMENT FUNDS

55. **Submission of Electronic and Hard Copy Claims.** Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by USPS mail to the Settlement Administrator. Claim Forms must be submitted electronically through the Settlement Website or postmarked during the Claims Period and on or before the Claims Deadline.

III. SETTLEMENT CLASS NOTICE

56. **Notice.** Within 10 days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within 30 days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class.

57. **Manner of Giving Notice.** Notice will be issued in a manner reasonably calculated

to satisfy due process, and the Settlement Provider will provide a declaration establishing notice conforming to due process requirements that Plaintiffs may file as part of a motion for final approval of the settlement. Subject to Court approval, the Settlement Administrator will provide the Class Notice to all Class Members as described herein.

- a. **Short Form Notice.** As soon as practicable but starting no later than 30 days from the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice via USPS First Class Mail to all Settlement Class Members for which it has mailing addresses. Before mailing the Short Form Notice, the Settlement Administrator will update the addresses provided by Defendant with the National Change of Address (NCOA) database. It shall be presumed that the intended recipients received the Short Form Notice if the mailed Short Form Notices have not been returned to the Settlement Administrator as undeliverable within 15 days of mailing.
- b. **Settlement Website.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish the Settlement Website. The Parties shall confer and approve a mutually acceptable URL for the Settlement Website and a secure webserver to host the Settlement Website. The Settlement Website shall remain accessible until at least 30 days after the Settlement Administrator has completed its obligations under the Settlement Agreement. The Settlement Website shall contain: the Settlement Agreement; contact information for Class Counsel and Defendant's Counsel; contact information for the Settlement Administrator; the publicly filed motion for preliminary approval, motion for final approval and for attorneys' fees and expenses (when they become available); the signed preliminary approval order; and a downloadable and online version of the Claim Form and Long-Form Notice. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website shall contain a prominent notification that "No Claim Forms will be accepted via email."
- c. **Toll-Free Telephone Number.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated toll-free telephone number by which Settlement Class Members can obtain information about the Settlement and request paper forms of the Short-Form Notice and Claim Form be sent to them. The system shall include an option for the caller to request a call back from a live individual.
- d. **Post Office Box.** Prior to the date on which the Settlement Administrator initiates Notice, the Settlement Administrator shall establish a designated USPS P.O. Box to accept correspondence and claims from Settlement Class Members.
- e. **Reminder Notices.** Reminder Notice shall be issued no later than 14 days before the Claims Deadline. Reminder notice will be sent via email to Settlement Class Members for whom an email address is available, and USPS mail to those Settlement Class Members for whom no address is available.

IV. OPT-OUTS AND OBJECTIONS

58. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves (“opt-out”) of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than 60 days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Short Form Notice shall state “if you do not want to be legally bound by the Settlement, you must exclude yourself” by a designated date. The Short Form Notice will also state: “if you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decision of the Court and give up your rights to sue Defendant for the claims resolved by this Settlement.” The Short Form Notice shall provide the Website URL and telephone number to obtain a copy of the Long-Form Notice.

59. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting timely, written objections to the Settlement Administrator postmarked no later than 60 days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, telephone number, and email address; (iii) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection; (iv) a written statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. The Notice shall 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 this Paragraph waives the right to object or to be heard at the Final Approval Hearing, shall be bound by the Settlement Agreement, and shall be forever barred from making any objection to the Settlement.

Any Settlement Class Member who fails to comply with the requirements for objecting as set forth above shall waive and forfeit all rights he or she may have to appear separately and/or object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provision of Paragraph 58. Without limiting the foregoing, any challenge to the Settlement Agreement, or the Judgment to be entered upon final approval, shall be pursuant to an appeal and not through a collateral attack.

60. Within ten (10) days after the Opt-Out Date as approved by the Court, if there have been more than 100 valid opt outs, Defendant may, by notifying Settlement Class Counsel and the Court in writing, within five (5) business days from the date of the Claims Administrator provides written notice to Defendant of the number of opt-outs, void this Settlement Agreement. If Defendant voids the Settlement Agreement, Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Settlement Class Counsel and service awards and shall not, at any time, seek recovery of same from any party to the Action or from counsel to any other party to the Action.

V. DUTIES OF SETTLEMENT ADMINISTRATOR

61. **Settlement Administration Process.** After the settlement is preliminarily

approved by the Court, the Settlement Administrator will send the Notice to the Settlement Class. Defendant will cooperate in providing to the Settlement Administrator the Settlement Class List, which will be kept strictly confidential between the Administrator, Defendant, and Class Counsel. After the Court enters an order finally approving the Settlement, the Settlement Administrator shall distribute payments out of the Settlement Fund as set forth in this Agreement. Cash payments to Settlement Class Members will be made by check or electronic payment sent from the Administrator.

62. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Administering, and overseeing the Settlement Fund provided by Defendant to pay Approved Claims;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail and Reminder Notice(s) via email and/or U.S. Mail;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within 2 business days via live operator;
- f. Responding to any mailed or contact form Settlement Class Member inquiries in a timely manner;
- g. Reviewing, determining the timeliness, completeness, validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and Defendant's Counsel a list of Approved Claims both periodically during the Claims Period and after the Claims Deadline;
- h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Defendant's Counsel;
- i. After approval of Valid Claims, processing and transmitting Settlement Payments to Settlement Class Members;
- j. Providing weekly or, as instructed by Class Counsel and Defendant's Counsel, other periodic reports to Class Counsel and Defendant's Counsel that include

information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;

- k. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion;
- l. After all payments required under this Agreement have otherwise been made, final distribution of any funds remaining in the Settlement Fund in the manner requested by the Parties; and
- m. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel and Defendant's Counsel.

63. **Limitation of Liability.** 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 Funds; (iii) the formulation, design or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Funds; or (v) the payment or withholding of any Taxes and Tax-Related Expenses.

64. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendant's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice, plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Funds; (iii) the formulation, design or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Funds; (v) any losses suffered by, or fluctuations in the value of the Settlement Funds; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

65. **Settlement Administration Costs.** The Settlement Administrator's reasonable fees and costs in the amount of \$21,000, including the costs of direct mail notice and reminder notice(s), will be paid directly by Defendant.

VI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

66. **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 the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

67. **Preliminary Approval.** Class Counsel shall file a motion for preliminary approval of the Settlement as soon as practicable after the execution of this Settlement Agreement.

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

69. **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 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

70. **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.

71. **Decertification of the Settlement Class if Settlement Not Approved.** If: (1) the Court does not issue the Final Approval Order and Judgment; or (2) the Effective Date does not occur, the certification of the Settlement Class shall be void. In the event the Settlement Class is so decertified, Defendant reserves the right to contest class certification for all other purposes in the Action. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support of or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including and without limitation in a contested proceeding relating to class certification.

VIII. RELEASES

72. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Settlement Class Member, including Class Representative, shall be deemed to have, fully, finally, and forever released, relinquished, and discharged all Released Claims against all Released Parties that were or could have been plead in the Action and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate in any way to (a) the Data Incident; or (b) any of the alleged violations of laws or regulations cited

in Plaintiffs' Class Action Complaint or the Action, or any similar state or federal law, statute, or regulation.

Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits under the Settlement. With respect to the Released Claims, Plaintiffs and Settlement Class Members, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims.

Plaintiffs or Settlement Class Members may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment from the Settlement.

Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

IX. SERVICE AWARD PAYMENTS

73. **Service Award Payment.** As part of the Settlement, Defendant agrees to pay the Settlement Class Representative a Service Award Payment of \$1,000. Payment of the Service Award Payment shall be paid directly by Defendant. This term was negotiated after the Parties reached an agreement on the total settlement amount.

74. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Service Award Payment 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

75. **Attorneys' Fees.** Akeela, Inc., has agreed not to object to a request by Class Counsel for attorneys' fees, inclusive of any litigation costs and expenses, in an amount not to exceed \$200,000. Class Counsel, in their sole discretion, shall allocate and distribute any amount of attorneys' fees, costs, and expenses awarded by the Court. The Attorney's Fees Payment shall be paid by a check made payable to Class Counsel jointly, for which a 1099-MISC shall issue, within thirty days of the Effective Date. The payment of attorneys' fees, costs, and expenses was not discussed until after the substantive terms of the Settlement were agreed upon. The payment of attorneys' fees, costs, and expenses will be paid separate and apart from other benefits to Settlement Class Members.

XI. NO ADMISSION OF LIABILITY

76. **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.

77. **Limitations on the Use of this 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 Plaintiffs; 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. Any of the Released Persons may file the Settlement Agreement and/or Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

XII. MISCELLANEOUS

78. **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.

79. **Cooperation.** The Settling Parties acknowledge that it is their intent to (i) consummate this Settlement Agreement; and (ii) to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

80. **Final and Complete Resolution.** The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agreed that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent counsel.

81. **Class Counsel Powers.** Class Counsel, on behalf of the Settlement Class, are expressly authorized by Settlement Class Representative to take all appropriate actions required or

permitted to be taken by the Settlement Class pursuant to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate to carry out the spirit of this Settlement Agreement and to ensure the fairness to the Settlement Class.

82. **Successors and Assigns.** The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

83. **Currency.** All dollar amounts are in United States dollars (USD).

84. **Execution in Counterparts.** The Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and execution of the counterparts shall have the same force and effect as if all Parties had signed the same instrument.

85. **No Construction Against the Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. The Settlement Class Representative and Defendant each acknowledge that each has been advised and are represented by legal counsel of his or her own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

86. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of the Parties.

87. **Paragraph Headers.** Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions.

AGREED TO AND ACCEPTED:

Jessica McRorie

Date: _____ By: _____
Plaintiff

Elynnie Batin

Date: _____ By: _____
Plaintiff

Jane Doe

Date: _____ By: _____
Plaintiff

Rocky Hawley

Date: _____

By: _____
Plaintiff

Andrew Metcalf

Date: 07/10/2025

By: 
Andrew Metcalf (Oct 7, 2025 13:52:48 AKDT)
Plaintiff

Thomas Maxim

Date: 07/10/2025

By: 
Thomas Maxim (Oct 7, 2025 23:05:31 AKDT)
Plaintiff

**Kathleen Yarr as Personal Representative for the
Estate of Ian Christiansen**

Date: _____

By: _____
Plaintiff

Akeela, Inc.

Date: _____

By: _____
Defendant
[Name]
[Title]

Akeela Settlement Agreement

Final Audit Report

2025-10-08

Created:	2025-10-06
By:	Thomas Loeser (tloeser@cpmlegal.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAw8JKj0REXnA7VNa5R6ek_qyuHZ61e396

"Akeela Settlement Agreement" History

-  Document created by Thomas Loeser (tloeser@cpmlegal.com)
2025-10-06 - 7:02:44 PM GMT
-  Document emailed to Thomas Maxim (thomasmaxim08@gmail.com) for signature
2025-10-06 - 7:02:48 PM GMT
-  Document emailed to Andrew Metcalf (drewby1ak@hotmail.com) for signature
2025-10-06 - 7:02:49 PM GMT
-  Email viewed by Thomas Maxim (thomasmaxim08@gmail.com)
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-  Email viewed by Andrew Metcalf (drewby1ak@hotmail.com)
2025-10-07 - 9:47:34 PM GMT
-  Document e-signed by Andrew Metcalf (drewby1ak@hotmail.com)
Signature Date: 2025-10-07 - 9:52:48 PM GMT - Time Source: server
-  Email viewed by Thomas Maxim (thomasmaxim08@gmail.com)
2025-10-08 - 7:03:48 AM GMT
-  Document e-signed by Thomas Maxim (thomasmaxim08@gmail.com)
Signature Date: 2025-10-08 - 7:05:31 AM GMT - Time Source: server
-  Agreement completed.
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