

# **EXHIBIT 1**

**SUPREME COURT OF THE STATE OF NEW YORK**  
**COUNTY OF ALBANY**

**ROBERT LEVIN, et al.,**

Plaintiffs,

v.

**ALBANY COLLEGE OF PHARMACY  
AND HEALTH SCIENCES,**

Defendant.

Index No. 906277-25

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (“Agreement” or “Settlement Agreement”)<sup>1</sup> is entered into between Plaintiffs Robert Levin, Ruben Abraham, Abigayle Gonzalez, and Jack Sullivan (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class, and Defendant Albany College of Pharmacy and Health Sciences (“ACPHS” or “Defendant” (together with Plaintiffs, the “Parties”)), as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

**I. FACTUAL BACKGROUND AND PROCEDURAL HISTORY**

1. ACPHS is a private, independent college dedicated to educating the next generation of leaders to improve the health of society. ACPHS offers undergraduate and graduate programs in pharmacy and health sciences and a PharmD program.

2. Plaintiffs and Settlement Class Members are current and former employees, patients, applicants, and students of ACPHS.

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<sup>1</sup> All capitalized terms used herein shall have the same meanings as those defined in Section II of this Class Action Settlement Agreement or as otherwise defined herein.

3. To receive employment with ACPHS and/or enroll in classes at ACPHS, or to receive services from ACPHS's pharmacy, employees, patients, applicants, and students provided their personally identifiable information ("PII") and protected health information ("PHI") to ACPHS.

4. On or about September 14, 2024, ACPHS detected unusual activity on its network as a result of a cybersecurity incident. Following the detection of the cyber security incident, ACPHS commenced an investigation with external cybersecurity professionals. The investigation determined that PII and PHI were potentially accessed and acquired from its network between August 31, 2024, to September 14, 2024 (the "Data Security Incident"). The types of PII and PHI potentially accessed and acquired included: (i) names; (ii) Social Security numbers; (iii) financial information; (iv) birth certificates; (v) marriage certificates; (vi) passport numbers; (vii) driver's license numbers; (viii) health insurance information; (ix) medical information; and (x) student information (collectively, "Private Information").

5. ACPHS sent notice of data breach letters to potentially impacted individuals, including Plaintiffs and the Settlement Class, on or around June 16, 2025, and September 8, 2025. Approximately 26,411 individuals were sent direct notice of the Data Security Incident.

6. On June 23, 2025, Plaintiff Levin filed the first putative class action arising from the Data Security Incident against ACPHS (Index No. 906277-25) (the "*Levin* Action"). On July 1, 2025, Plaintiff Abraham filed the second putative class action arising from the Data Security Incident against ACPHS (Index No. 906617-25) (the "*Abraham* Action"). On July 9, 2025, Plaintiff Gonzalez filed the third putative class action arising from the Data Security Incident against ACPHS (Index No. 906821-25) (the "*Gonzalez* Action"). On September 17, 2025, Plaintiff Sullivan filed the fourth putative class action arising from the Data Security Incident against

ACPHS (Index No. 909772-25) (the “*Sullivan* Action”) which was voluntarily dismissed on October 16, 2025.

7. On September 4, 2025, the Court consolidated the *Levin* Action, the *Abraham* Action, and the *Gonzalez* Action into the above-captioned matter (the “Action”) and appointed Tyler J. Bean of Siri & Glimstad LLP, Brittany Resch of Strauss Borrelli PLLC, and Leigh S. Montgomery of EKSM, LLP as Interim Co-Lead Class Counsel.

8. On October 6, 2025, Plaintiffs filed a Consolidated Class Action Complaint and Jury Trial Demand, alleging the following claims against Defendant: (i) negligence; (ii) invasion of privacy-intrusion upon seclusion; (iii) breach of implied contract; (iv) unjust enrichment; (v) violation of New York’s Information Security Breach and Notification Act (N.Y. Gen. Bus. Law §§ 899-AA *et seq.*; and (vi) declaratory judgment. Jack Sullivan was also added as an additional named Plaintiff.

9. On November 18, 2025, the parties attended mediation with an experienced data privacy mediator, Bruce Friedman, Esq. of JAMS. During mediation, the Parties engaged in hard-fought settlement negotiations, however, they were unable to reach a settlement.

10. Although the Parties did not reach a settlement at mediation, considerable progress was made. In the weeks following mediation, the Parties continued to engage in arms’-length settlement negotiations amongst themselves. After multiple rounds of arm’s-length settlement negotiations between experienced counsel, the Parties were ultimately able to reach an agreement on all material terms of the settlement.

11. On December 5, 2025, ACPHS filed a Motion to Dismiss. Before Plaintiffs’ response to Defendant’s Motion to Dismiss was due, the Parties reached a settlement in principle.

12. Prior to engaging in mediation, Plaintiffs sought informal discovery from

Defendant on a variety of topics, including: (i) the details of the Data Security Incident; (ii) how many individuals were potentially impacted by the Data Security Incident and their geographic location; (iii) the types of PII/PHI potentially exposed in the Data Security Incident; (iv) the remedial measures implemented by ACPHS after the Data Security Incident; and (v) the insurance coverage applicable to the Data Security Incident.

13. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Action, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Action, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in any of the complaints or in the Action.

14. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Action lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

**NOW, THEREFORE,** considering the foregoing, for good and valuable consideration,

the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

## **II. DEFINITIONS**

1. “**Action**” means *Levin, et al. v. Albany College of Pharmacy and Health Sciences*, Index No. 906277-25, pending in the Supreme Court of the State of New York, County of Albany.

2. “**Agreement**” or “**Settlement Agreement**” or “**Settlement**” means this Class Action Settlement Agreement and Release.

3. “**Alternative Cash Payment**” means a payment of Twenty-Five Dollars and Zero Cents (\$25.00) to each Settlement Class Member who elects to receive this payment in lieu of a claim for Documented Losses or Lost Time.

4. “**Cash Payment**” means compensation paid to Settlement Class Members who submit a Valid Claim for reimbursement for Documented Losses, Lost Time, or an Alternative Cash Payment.

5. “**Claim**” means the submission of a Claim Form by a Claimant.

6. “**Claims Deadline**” means the final time and date by which a Claim must be postmarked or submitted to the Settlement Website for a Class Member to be entitled to any of the Settlement Class Member Benefits. The Claims Deadline shall be ninety (90) days after the Notice Commencement Deadline.

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

8. “**Claim Process**” means the process by which Claimants submit Claims to the

Settlement Administrator and the Settlement Administrator reviews the Claims to determine which claims are Valid Claims.

9. “**Claimant**” means a Settlement Class Member who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

10. “**Class Counsel**” means Tyler J. Bean of Siri & Glimstad LLP, Brittany Resch of Strauss Borrelli PLLC, and Leigh S. Montgomery of EKSM, LLP.

11. “**Class List**” means the list of Settlement Class Members to be prepared by ACPHS and provided to the Settlement Administrator for Notice purposes. The Class List shall include Settlement Class Members’ full names, current addresses, email addresses (if available), and last known physical mailing address. The Class List shall be provided to the Settlement Administrator within fourteen (14) days after the Preliminary Approval Order.

12. “**Class Representatives**” means Robert Levin, Ruben Abraham, Abigayle Gonzalez, and Jack Sullivan.

13. “**Court**” means the Supreme Court of the State of New York, County of Albany and the Judge(s) assigned to the Action.

14. “**Credit Monitoring**” means two (2) years of CyEx Financial Shield (or another comparable product).

15. “**Data Security Incident**” means the unauthorized access to ACPHS’s network between August 31, 2024, and September 14, 2024, in which the Private Information of Plaintiffs and the Settlement Class was potentially accessed and/or acquired by a criminal actor.

16. “**Defendant**” means Albany College of Pharmacy and Health Sciences (“ACPHS”).

17. “**Defendant’s Counsel**” means Casie D. Collignon of Baker & Hostetler LLP.

18. “**Effective Date**” means one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; (ii) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; or (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys’ fees, costs, and expenses or Service Award to a Settlement Class Representative shall not affect the “Effective Date” or any other aspect of the Final Approval Order and Judgment.

19. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached hereto as **Exhibit E**.

20. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Motion for Attorneys’ Fees, Costs, and Service Awards. The Final Approval Hearing may be held remotely.

21. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached hereto as **Exhibit E**. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and the amount of any Service Awards to the Class Representatives.

22. “**Long Form Notice**” means the extended form notice of the Settlement, substantially in the form attached hereto as **Exhibit B**, which shall be posted on the Settlement

Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

23. “**Motion for Attorneys’ Fees, Costs, and Service Awards**” means Class Counsel’s application for attorneys’ fees, reimbursement for costs, and for Service Awards for the Class Representatives. The Motion for Attorneys’ Fees, Costs, and Service Awards shall be filed no later than fourteen (14) days before the Opt-Out Deadline and Objection Deadline.

24. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement. The Motion for Final Approval shall be filed no later than fourteen (14) days before the Final Approval Hearing.

25. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

26. “**Notice**” means the Postcard Notice (attached hereto as **Exhibit C**) and the Long Form Notice (attached hereto as **Exhibit B**) that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

27. “**Notice Commencement Deadline**” means the first day by which Notice must be issued to the Settlement Class Members and will occur no later than twenty (20) days after the Settlement Administrator receives the Class List.

28. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice, Long Form Notice, the Settlement Website, and a toll-free settlement phone number.

29. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

30. “**Objection Deadline**” means the deadline for Settlement Class Members to submit

objections to the Settlement, which shall be sixty (60) days from the Notice Commencement Deadline.

31. **“Opt-Out Deadline”** means the deadline for a Settlement Class Member to request exclusion from the Settlement, which shall be sixty (60) days from the Notice Commencement Deadline.

32. **“Party”** means each of the Plaintiffs and Defendant, and **“Parties”** means Plaintiffs and Defendant collectively.

33. **“Plaintiffs”** means Robert Levin, Ruben Abraham, Abigayle Gonzalez, and Jack Sullivan.

42. **“Postcard Notice”** means the postcard notice of the Settlement, substantially in the form attached hereto as **Exhibit C**, that the Settlement Administrator shall disseminate to Settlement Class Members by mail or if available, email by the Notice Commencement Deadline.

43. **“Preliminary Approval”** means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

44. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement, proposed Notice Program, and proposed Claims Process substantially in the form attached hereto as **Exhibit D**.

45. **“Releases”** means the releases and waiver set forth in Section XI of this Agreement.

46. **“Released Claims”** means all liabilities, rights, claims, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the exposure of PII/PHI, or any other personal information in the Data Security Incident, and conduct that was alleged or could

have been alleged in the Action, including, without limitation, any claims, causes of action, demands, damages, including punitive, special or exemplary damages, attorneys' fees, costs or expenses of suit, injunctive relief, declaratory relief, specific performance, prejudgment or post-judgment interest, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the disclosure of PII/PHI from the Data Security Incident (the "Released Claims"), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Security Incident. However, 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 the Settlement Agreement, and shall not include the Class Members who have timely and validly requested exclusion from the Settlement Class.

47. **"Released Parties"** means Defendant and each entity which they are controlled by, controlling, or under common control, was a data owner impacted in the Data Security Incident, and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees.

48. **"Releasing Parties"** means Plaintiffs and Settlement Class Members who do not timely and properly exclude themselves from the Settlement, and each of their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

49. **"Service Award"** means the payment the Court may award Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Awards shall be paid by Defendant separate

from the Settlement Class Member Benefits. The Class Representatives may seek Service Awards of up to Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) each (\$10,000.00 total), subject to Court approval.

50. **“Settlement Administrator”** means Simpluris, Inc., the third-party notice and claims administrator.

51. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

52. **“Settlement Class”** means all persons residing in the United States whose Private Information was potentially impacted as a result of the Data Security Incident impacting ACPHS’s computer systems between August 31, 2024, and September 14, 2024. Excluded from the Settlement Class are: (i) Defendant, its officers, directors, agents, affiliates, parents, subsidiaries, successors or assigns, or any entity in which Defendant has a controlling interest; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and immediate 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 Security Incident or who pleads *nolo contendere* to any such charge.

53. **“Settlement Class Member”** or **“Class Member”** means any member of the Settlement Class who has not timely opted out of the Settlement.

54. **“Settlement Class Member Benefit”** means the Cash Payment and/or Credit Monitoring elected by Settlement Class Members.

55. **“Settlement Website”** means the website the Settlement Administrator will

establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Complaint, Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Attorneys' Fees, Costs, and Service Awards, Motion for Final Approval, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least three (3) months after Final Approval.

56. **“Valid Claim”** means a Claim Form submitted by a Settlement Class Member that is: (i) submitted in accordance with the provisions of this Agreement; (ii) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (iii) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (iv) returned via mail and postmarked by the Claims Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time by the Claims Deadline; and (v) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **III. CERTIFICATION OF THE SETTLEMENT CLASS**

57. In the Motion for Preliminary Approval, Plaintiffs shall propose and request from the Court that the Settlement Class be certified for settlement purposes. Defendant agree solely for purposes of the settlement provided for in this Agreement, and the implementation of such settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt,

Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

#### **IV. SETTLEMENT CONSIDERATION**

58. **Settlement Class Member Benefits.** The Settlement shall be administered on a wholly claims-made basis, with no aggregate cap on the monetary amount of claims paid by Defendant. To receive any relief, Settlement Class Members must submit a substantiated, documented, and Valid Claim to the Settlement Administrator. When submitting a Valid Claim, Settlement Class Members may submit claims for Cash Payments and Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against the Released Parties without receiving a Settlement Class Member Benefit.

59. **Cash Payments.**

a. **Reimbursement for Documented Losses:** Settlement Class Members may submit a Claim for compensation for unreimbursed losses fairly traceable to the Data Security Incident, up to a total of Five Thousand Dollars and Zero Cents (\$5,000.00) per Settlement Class Member. Settlement Class Members who elect to receive this benefit must submit documentation supporting their Claim. This documentation may include receipts or other documentation not “self-prepared” by the claimant that documents 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. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source. Documented Losses may include the following:

i. ***Reimbursement for Out-of-Pocket Losses:*** Settlement Class

Members may submit a Claim for compensation for unreimbursed expenses incurred as a result of the Data Security Incident, including (without limitation): (i) bank fees; (ii) long distance phone charge; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; and (vii) reimbursement for credit reports, credit monitoring, or other identity theft insurance products purchased between August 31, 2024, and the date of the Claims Deadline; and

ii. ***Reimbursement for Extraordinary Losses:*** Settlement

Class Members may also submit a Claim for compensation for unreimbursed monetary losses arising from identity theft or fraud if the loss is: (i) an actual, documented, and unreimbursed monetary loss due to fraud or identity theft; (ii) occurred on or after August 31, 2024, through the date of the Claims Deadline; and (iii) fairly traceable to the Data Security Incident.

b. **Compensation for Lost Time:** Settlement Class Members may

submit a Claim for reimbursement for time spent remedying issues related to the Data Security Incident at a rate of Twenty Dollars and Zero Cents (\$20.00) per hour, for up to four (4) hours (a total of Eighty Dollars and Zero Cents (\$80.00)), which shall require the Settlement Class Member to attest (by signature or checkmark) the validity of the Class Member's Lost Time Claim. Settlement Class Members may elect to submit a Claim for Lost Time, Documented Losses, and Credit Monitoring.

c. **Alternative Cash Payment:** In lieu of submitting a Claim for

Documented Losses or Lost Time, Settlement Class Members may elect to submit a Claim for a one-time cash payment of Twenty-Five Dollars and Zero Cents (\$25.00). Settlement Class Members **may not** submit a Claim for Lost Time, Documented Losses, and an Alternative Cash Payment. However, a Settlement Class Member may elect to submit a Claim for both an Alternative Cash Payment and Credit Monitoring.

60. **Credit Monitoring.** All Settlement Class Members are eligible to submit a Claim for two (2) years of CyEx Financial Shield, or another comparable product, provided that the product includes credit monitoring and identity theft protection services and at least One Million Dollars and Zero Cents (\$1,000,000.00) in identity theft insurance. All Settlement Class Members may elect to receive Credit Monitoring regardless of the type of Cash Payment selected.

61. **Business Practice Changes & Confirmatory Discovery.** Plaintiffs have received assurances that ACPHS has either undertaken or will undertake reasonable steps to further secure its computer systems and environment. Upon request, ACPHS will provide a confidential declaration setting forth its information security enhancements since the Data Security Incident and estimating, to the extent reasonably calculable, the cost of those enhancements. ACPHS will pay the cost of such enhancements separate and apart from all other settlement benefits. If available, Plaintiffs may disclose the monetary amount of the enhanced data security measures to the Court during the settlement approval process.

## **V. SETTLEMENT APPROVAL**

62. The Motion for Preliminary Approval shall, among other things, request the Court:

- (i) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable;
- (ii) provisionally certify the Settlement Class for settlement purposes only;
- (iii) approve the Notice Program set forth herein and approve the form and content of the Notices

of the Settlement; (iv) approve the Claim Form and Claim Process; (v) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (vi) appoint Tyler J. Bean of Siri & Glimstad LLP, Brittany Resch of Strauss Borrelli PLLC, and Leigh S. Montgomery of EKSM, LLP as Class Counsel; (vii) appoint Plaintiffs as Class Representatives; (viii) appoint Simpluris, Inc. as the Settlement Administrator; (ix) stay the Action pending Final Approval of the Settlement; and (x) schedule a Final Approval Hearing.

## **VI. SETTLEMENT ADMINISTRATOR**

63. The Parties agree that, subject to Court approval, Simpluris, Inc. shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

64. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claim Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

65. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms

using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

- b. Performing national change of address searches on the Class List and/or skip tracing on undeliverable Notices;
- c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- e. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- f. Responding to any mailed Settlement Class Member inquiries;
- g. Processing all opt-out requests from the Settlement Class;
- h. Providing weekly reports to Class Counsel and Defendant' Counsel that summarize the number, type and number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- i. In advance of the Final Approval Hearing, preparing a declaration confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice

Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

- j. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment;
- k. Collecting from Defendant and/or their insurer(s) the cash necessary to pay Valid Claims for Cash Payments;
- l. Distributing Cash Payments to Settlement Class Members who submit Valid Claims;
- m. Sending an email/letter to Settlement Class Members with Valid Claims that elected Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code; and
- n. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Cash Payments have been properly distributed.

**VII. NOTICE TO THE SETTLEMENT CLASS, OPT-OUT PROCEDURES, AND  
OBJECTION PROCEDURES**

66. ACPHS will make available to the Settlement Administrator the Class List no later than fourteen (14) days after the entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

67. No later than twenty (20) days after the Settlement Administrator receives the Class

List, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

68. The Postcard Notice shall include, among other information: (i) a description of the material terms of the Settlement; (ii) how to submit a Claim Form; (iii) the Claims Deadline; (iv) the Opt-Out Deadline for Settlement Class Members to request exclusion from the Settlement; (v) the Objection Deadline for Settlement Class Members to object to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards; (vi) the Final Approval Hearing date; and (vii) the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant' Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

69. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

70. If the claims rate is one percent (1.0%) or less one (1) month prior to the Claims Deadline, Class Counsel shall have the option to direct the Settlement Administrator to send a reminder notice.

71. The Long Form Notice shall include a procedure for Settlement Class Members to

opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time during the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The opt-out request must be: (i) personally signed by the Settlement Class Member; (ii) contain the requestor's name, address, telephone number, and email address (if any); (iii) contain the name of the proceeding; and (iv) include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim. Mass or class requests to opt-out filed by third parties on behalf of a mass or class of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

72. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded himself/herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (*e.g.*, Federal Express), an objection shall be

deemed to have been submitted on the shipping date reflected on the shipping label.

73. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
  - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
  - c. the number of times the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
  - d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards, and whether each counsel will appear at the Final Approval Hearing;
  - e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the

preceding five (5) years;

- f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- h. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant' Counsel may conduct limited discovery on any objector or objector's counsel. A separate objection must be submitted for each objector, complying with the requirements set forth in this paragraph.

74. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purposes. No later than thirty (30) days before the Claims Deadline, the Settlement Administrator shall complete the re-mailing of the Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

75. The Notice Program shall be completed no later than forty-five (45) days before the original date set for the Final Approval Hearing.

#### **VIII. CLAIM PROCESS AND DISBURSEMENT OF CASH PAYMENTS**

76. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

77. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

78. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

79. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one (1) Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

80. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

81. Claim Forms that do not meet the terms and conditions of this Settlement shall be

promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claims Deadline, or fifteen (15) days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

82. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the

Settlement Class.

- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claims Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

83. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have thirty (30) days from the Claims Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant' Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim will be final and binding.

84. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant' Counsel. Additionally, Class Counsel and

Defendant' Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

85. No person or entity shall have any claim against Defendant, Defendant' Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

86. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within five (5) days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth in herein. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within forty-five (45) days of the invoice.

87. No later than sixty (60) days after the Settlement Administrator receives payment for Valid Claims, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

88. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Paper checks must be negotiated within sixty (60) days of issuance. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their entitlement right to the funds. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant' Counsel. Absent specific instructions from Class Counsel and Defendant' Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who

are entitled to receive them. If a check becomes void, the Settlement Class Member shall have until six (6) months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement Class Member Benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and there shall be no obligation to make payments to the Settlement Class Member for expense reimbursement or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than six (6) months after the Effective Date, requests for re-issuance need not be honored after such checks become void.

#### **IX. FINAL APPROVAL ORDER AND FINAL JUDGMENT**

89. Plaintiffs shall file their Motion for Final Approval of the Settlement no later than fourteen (14) days before the Final Approval Hearing.

90. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Motion for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who properly objected to the Settlement and/or to the Motion for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

91. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Motion for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate, and reasonable;

- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order, and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

**X. SERVICE AWARDS, ATTORNEYS' FEES, AND COSTS**

92. Plaintiffs shall file their Motion for Attorneys' Fees, Costs, and Service Awards, no later than fourteen (14) days before the Opt-Out Deadline and Objection Deadline.

93. **Service Awards.** The Class Representatives may seek Service Awards of up to Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) each (\$10,000.00 total), subject to Court approval. The Service Awards shall be payable separate from the Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards by check or wire transfer to an account designated by Class Counsel within twenty-one (21) days of the Effective Date.

94. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for an award of attorneys' fees and costs of up to Three Hundred Thousand Dollars and Zero Cents (\$300,000.00)

to be paid by Defendant separate from the Settlement Class Benefits. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and costs award by check or wire to the Settlement Administrator, who will transfer the Court-approved attorneys' fees and costs award to the account(s) designated by Class Counsel within twenty-one (21) days of the Effective Date.

95. This Settlement is not contingent on the Court's approval of the request for attorneys' fees and costs or Service Awards. If the Court denies, in total or in part, the request for attorneys' fees, or grants amounts less than was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement had been agreed upon.

## **XI. RELEASES**

96. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Security Incident or the Action that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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

The Releasing Parties also waive the provisions and rights of any other applicable state or federal

law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

97. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

98. Upon the Effective Date: (i) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (ii) 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.

## **XII. TERMINATION OF SETTLEMENT**

99. This Agreement shall be subject to and is expressly conditioned on the occurrence of all the following events:

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final

Approval; and

d. The Effective Date has occurred.

100. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated. Defendant may also unilaterally terminate this Settlement Agreement within fourteen (14) days written notice to Class Counsel if more than fifty (50) Settlement Class Members submit valid Opt Outs.

101. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

### **XIII. EFFECT OF TERMINATION**

102. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant', and Defendant' Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

103. In the event the Settlement is terminated in accordance with the provisions of this

Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

#### **XIV. NO ADMISSION OF LIABILITY**

104. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Action. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

105. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

106. This Agreement constitutes a compromise and settlement of disputed claims. No

action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

107. Neither the Settlement, 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 the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

108. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

## **XV. MISCELLANEOUS PROVISIONS**

109. **Confidentiality.** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so.

This paragraph shall not be construed to limit or impede the Notice requirements contained in this Settlement Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant' Counsel from notifying or explaining that the Action have settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement Agreement to its attorneys, members, partners, insurers, reinsurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

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

111. **Binding Effect.** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

113. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

114. **Integration and No Reliance.** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or

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

115. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

116. **Governing Law.** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of New York, without regard to the principles thereof regarding choice of law.

117. **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 instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original. Similarly, electronic signatures are permitted.

118. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal

from the Final Approval Order.

119. **Notices.** All notices provided for herein shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Tyler J. Bean  
**SIRI & GLIMSTAD LLP**  
745 Fifth Avenue, Suite 500  
New York, New York 10151  
T: (212) 532-1091  
E: tbean@sirillp.com

Brittany Resch  
**STRAUSS BORRELLI PLLC**  
980 N. Michigan Avenue, Suite 1610  
Chicago, Illinois 60611  
T: (872) 263-1100  
F: (872) 263-1109  
E: bresch@straussborrelli.com

Leigh S. Montgomery  
**EKSM, LLP**  
4200 Montrose Blvd., Ste. 200  
Houston, Texas 77006  
T: (888) 350-3931  
F: (888) 276-3455  
E: lmontgomery@eksm.com

If to Defendant or Defendant's Counsel:

Casie D. Collignon  
**BAKER & HOSTETLER LLP**  
1801 California Street, Suite 4400  
Denver, Colorado 80202  
T: (303) 861-0600  
F : (303) 861-7805  
E: ccollignon@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of

objections, requests for exclusion, or other filings received as a result of the Notice Program.

120. **Modification and Amendment.** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant' Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

121. **No Waiver.** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

122. **Authority.** Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant' Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all the terms and provisions of this Agreement.

123. **Agreement Mutually Prepared.** Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

124. **Independent Investigation and Decision to Settle.** The Parties understand and acknowledge they: (i) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (ii) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect

limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

125. **Receipt of Advice of Counsel.** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

*[Signatures on following pages.]*

**PLAINTIFFS:**

*Robert Levin*

[Robert Levin \(Apr 3, 2026 15:30:03 EDT\)](#)

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**ROBERT LEVIN**

*Plaintiff*

Date: 04/03/2026

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**RUBEN ABRAHAM**

*Plaintiff*

Date: \_\_\_\_\_

---

**ABIGAYLE GONZALEZ**

*Plaintiff*

Date: \_\_\_\_\_

---

**JACK SULLIVAN**

*Plaintiff*

Date: \_\_\_\_\_

**PLAINTIFFS:**

---

**ROBERT LEVIN**

*Plaintiff*

Date: \_\_\_\_\_

*Ruben Abraham*

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**RUBEN ABRAHAM**

*Plaintiff*

Date: 03 / 30 / 2026

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**ABIGAYLE GONZALEZ**

*Plaintiff*

Date: \_\_\_\_\_

---

**JACK SULLIVAN**

*Plaintiff*

Date: \_\_\_\_\_

**PLAINTIFFS:**

---

**ROBERT LEVIN**

*Plaintiff*

Date: \_\_\_\_\_

---

**RUBEN ABRAHAM**

*Plaintiff*

Date: \_\_\_\_\_

---

Abigayle Gonzalez  
Abigayle Gonzalez (Apr 1, 2026 14:40:51 EDT)

**ABIGAYLE GONZALEZ**

*Plaintiff*

Date: 04/01/2026

---

**JACK SULLIVAN**

*Plaintiff*

Date: \_\_\_\_\_

**PLAINTIFFS:**

---

**ROBERT LEVIN**

*Plaintiff*

Date: \_\_\_\_\_

---

**RUBEN ABRAHAM**

*Plaintiff*

Date: \_\_\_\_\_

---

**ABIGAYLE GONZALEZ**

*Plaintiff*

Date: \_\_\_\_\_



---

**JACK SULLIVAN**

*Plaintiff*     04 / 01 / 2026

Date: \_\_\_\_\_

**CLASS COUNSEL:**



\_\_\_\_\_  
TYLER J. BEAN

**SIRI & GLIMSTAD LLP**

Date: 4/13/2026



\_\_\_\_\_  
BRITTANY RESCH

**STRAUSS BORRELLI PLLC**

Date: 03 / 31 / 2026

\_\_\_\_\_  
LEIGH S. MONTGOMERY

**EKSM, LLP**

Date: \_\_\_\_\_

*[Remainder of page intentionally left blank.]*

**CLASS COUNSEL:**

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TYLER J. BEAN

**SIRI & GLIMSTAD LLP**

Date: \_\_\_\_\_

---

BRITTANY RESCH

**STRAUSS BORRELLI PLLC**

Date: \_\_\_\_\_



---

LEIGH S. MONTGOMERY

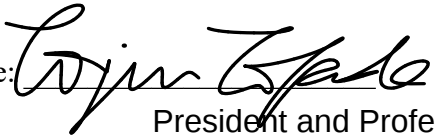
**EKSM, LLP**

Date: 04/01/2026

*[Remainder of page intentionally left blank.]*

**DEFENDANT:**

*Albany College of Pharmacy and Health Sciences*

Signature: 

Position: \_\_\_\_\_ President and Professor

Date: Apr 3, 2026

*[Remainder of page intentionally left blank.]*

# **EXHIBIT A**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**Levin, et al. v. Albany College of Pharmacy  
and Health Sciences,**

Index No. 906277-25

Supreme Court of Albany County, New York

**DATA SECURITY INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**GENERAL INSTRUCTIONS**

**Who is eligible to file a claim?** The court has defined the Class this way: “All persons residing in the United States whose Private Information was potentially impacted as a result of the Data Security Incident impacting ACPHS’s computer systems between August 31, 2024, and September 14, 2024.”

**Excluded from the Settlement Class** are: (i) Defendant, its officers, directors, agents, affiliates, parents, subsidiaries, successors or assigns, or any entity in which Defendant has a controlling interest; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and immediate 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 Security Incident or who pleads nolo contendere to any such charge.

**COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE  
FOLLOWING SETTLEMENT BENEFITS**

**AVAILABLE BENEFITS**

All Settlement Class Members may claim **Credit Monitoring** and one or more of the **cash payment** options. The benefits are explained in more detail below.

**CREDIT MONITORING.** All Class Members are eligible to enroll in two years of CyEx Financial Shield Total. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

**CASH PAYMENT OPTIONS**

**Reimbursement for Documented Losses.** If you incurred actual documented out-of-pocket losses due to the Data Security Incident, you can get back up to **\$5,000.00**. The losses must have occurred between August 31, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud

**Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**Levin, et al. v. Albany College of Pharmacy  
and Health Sciences,**

Index No. 906277-25

Supreme Court of Albany County, New York

**DATA SECURITY INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Compensation for Lost Time.** Class Members who spent time responding to the Data Security Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

You must have spent the time on tasks related to the Data Security Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Security Incident

You must attest that the time claimed was spent as a result of the Data Incident.

**Alternative Cash Payment.** *Instead of any other cash payment option*, you may claim a one-time cash payment of **\$25.00**.

You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: ACPHS Data Security Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT**  
**[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

You may also print out and complete this Claim Form and submit it by U.S. mail.

**Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

Your claim must  
be submitted  
online or  
postmarked by:

**[Claims Deadline]**

***Levin, et al. v. Albany College of Pharmacy  
and Health Sciences,***

Index No. 906277-25

Supreme Court of Albany County, New York

**DATA SECURITY INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:

**[Claims Deadline]**

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

**You must submit your Claim Form online, by mail, or by email no later than [\[Claims Deadline\]](#).**

**Questions? Call 1-[XXX-XXX-XXXX](#) Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

**Levin, et al. v. Albany College of Pharmacy  
and Health Sciences,**  
Index No. 906277-25  
Supreme Court of Albany County, New York

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

**DATA SECURITY INCIDENT SETTLEMENT CLAIM FORM**

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

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

**II. CREDIT MONITORING**

☐ Check this box if you would like to enroll in two (2) years of Credit Monitoring from CyEx Financial Shield Total.

**III. REIMBURSEMENT FOR DOCUMENTED LOSSES**

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$5,000.00.

*Please complete the table below, describing the supporting documentation you are submitting.*

| <b>Description of Documentation Provided</b> | <b>Amount</b> |
|----------------------------------------------|---------------|
| <i>Example: Unauthorized bank transfer</i>   | <i>\$500</i>  |
|                                              |               |
|                                              |               |
|                                              |               |
|                                              |               |
|                                              |               |
|                                              |               |
|                                              |               |
| <b>TOTAL CLAIMED:</b>                        |               |

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

**Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.SettlementWebsite.com](http://www.SettlementWebsite.com)**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**Levin, et al. v. Albany College of Pharmacy  
and Health Sciences,**

Index No. 906277-25

Supreme Court of Albany County, New York

**DATA SECURITY INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**IV. COMPENSATION FOR LOST TIME**

If you spent time fixing problems caused by Data Security Incident, please select how many hours (up to four) you spent.

I spent (select only **one**): ☐ 1 hour (\$20.00) ☐ 2 hours (\$40.00) ☐ 3 hours (\$60.00)  
☐ 4 hours (\$80.00)

**V. ALTERNATIVE CASH PAYMENT**

☐ Check this box if you want to claim a one-time \$25.00 cash payment.

**DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III OR IV.**

**VI. PAYMENT SELECTION**

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PayPal**

Email address, if different than you provided in Section 1: \_\_\_\_\_

☐ **Venmo**

Mobile number, if different than you provided in Section 1: \_\_\_\_\_

☐ **Zelle**

Email address or mobile number, if different than you provided in Section 1: \_\_\_\_\_

☐ **Physical Check**

Payment will be mailed to the address provided in Section 1.

**Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.SettlementWebsite.com)**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

***Levin, et al. v. Albany College of Pharmacy  
and Health Sciences,***

Index No. 906277-25

Supreme Court of Albany County, New York

**DATA SECURITY INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**VII. ATTESTATION & SIGNATURE**

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

# **EXHIBIT B**

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Levin, et al. v. Albany College of Pharmacy and Health Sciences,*

Index No. 906277-25

Supreme Court of Albany County, New York

**IF YOUR PRIVATE INFORMATION WAS POTENTIALLY IMPACTED IN THE AUGUST 2024 ALBANY COLLEGE OF PHARMACY AND HEALTH SCIENCES, DATA SECURITY INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

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

*You are not being sued.*

***Please read this Notice carefully and completely.***

- A Settlement has been reached with Albany College of Pharmacy and Health Sciences (“ACPHS” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack impacting ACPHS's computer systems that occurred in August 2024 (the “Data Security Incident”). Certain files that contained private information were potentially accessed. These files may have contained personal information such as names, Social Security numbers, financial information, birth and marriage certificates, passport numbers, driver’s license numbers, health insurance information, medical information, and student information.
- The lawsuit is called *Levin, et al. v. Albany College of Pharmacy and Health Sciences*, Index No. 906277-25. It is pending in the Supreme Court of Albany County, New York (the “Action”).
- ACPHS denies that any liability or wrongdoing, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Action.
- ACPHS' records indicate that you are a Class Member and entitled to benefits under the Settlement. You may have received a previous notice directly from ACPHS.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | DEADLINE                 |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>SUBMIT A CLAIM</b>                                       | <p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p> | <u>          </u> , 2026 |
| <b>OPT OUT OF THE SETTLEMENT</b>                            | You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant or any Released Party related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.                                                                                                                                                                             | <u>          </u> , 2026 |
| <b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>     | If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.                                                                                                                                                                                         | <u>          </u> , 2026 |
| <b>DO NOTHING</b>                                           | Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.                                                                                                                                                      | <b>No Deadline</b>       |

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

## WHAT THIS NOTICE CONTAINS

|                                                       |   |
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| WHO IS IN THE SETTLEMENT .....                        | 4 |
| THE SETTLEMENT BENEFITS.....                          | 4 |
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## Basic Information

### 1. Why was this Notice issued?

The Supreme Court of Albany County, New York, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Levin, et al. v. Albany College of Pharmacy and Health Sciences*, Index No. 906277-25. It is pending in the Supreme Court of Albany County, New York. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Albany College of Pharmacy and Health Sciences, is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that between August 2024 and September 2024 there was a targeted cyberattack on ACPHS's computer systems and certain files that contained private information were potentially accessed. These files may have contained personal information such as names, Social Security numbers, financial information, birth and marriage certificates, passport numbers, driver’s license numbers, health insurance information, medical information, and student information.

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out of the settlement. In this Settlement, the Class Representatives are Robert Levin; Ruben Abraham; Abigayle Gonzalez; and Jack Sullivan. Everyone included in this Action are the Class Members.

### 4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

## Who is in the Settlement?

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

The court has defined the Class this way: “All persons residing in the United States whose Private Information was potentially impacted during the Data Security Incident impacting ACPHS’s computer systems between August 31, 2024, and September 14, 2024.”

### 6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (i) Defendant, its officers, directors, agents, affiliates, parents, subsidiaries, successors or assigns, or any entity in which Defendant has a controlling interest;; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and immediate 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 Security Incident or who pleads nolo contendere to any such charge.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: ACPHS Data Security Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## The Settlement Benefits

### 7. What does the Settlement provide?

All Settlement Class Members may claim **Credit Monitoring** and one or more of the **cash payment** options. The benefits are explained in more detail below.

**CREDIT MONITORING.** All Class Members are eligible to enroll in two years of CyEx Financial Shield Total. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

#### **CASH PAYMENT OPTIONS**

**Reimbursement for Documented Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Security Incident, you can get back up to **\$5,000.00**. The losses must have occurred between August 31, 2024, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Compensation for Lost Time.** Class Members who spent time responding to the Data Security Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

You must have spent the time on tasks related to the Data Security Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Security Incident

You must attest that the time claimed was spent as a result of the Data Incident.

**Alternative Cash Payment.** *Instead of any other cash payment option*, you may claim a one-time cash payment of **\$25.00**.

You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: **info@[SettlementWebsite].com**
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: ACPHS Data Security Incident Settlement  
c/o Settlement Administrator  
**[PO Box Number]**  
Santa Ana, CA 92799-9958

## 8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against ACPHS about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XI) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at **www.[SettlementWebsite].com**.

## Submitting a Claim Form for a Settlement Payment

### 9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

ACPHS Data Security Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email info@[\[SettlementWebsite\].com](mailto:[SettlementWebsite].com), or by U.S. mail at the address above.

### 10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

### 11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

## The Lawyers Representing You

### 12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Tyler J. Bean of Siri & Glimstad LLP; Brittany Resch of Strauss Borrelli PLLC; and Leigh S. Montgomery of EKSM, LLP, to represent you and other Class Members ("Class Counsel").

### 13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

### 14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$300,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by ACPHS.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid by ACPHS.

## Excluding Yourself from the Settlement

## 15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion and is sometimes also called “opting out.” If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue ACPHS on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Action: *Levin, et al. v. Albany College of Pharmacy and Health Sciences*, Index No. 906277-25, pending in the Supreme Court of Albany County, New York;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

ACPHS Data Security Incident Settlement  
ATTN: Exclusion Request  
**[PO Box Number]**  
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

## Commenting on or Objecting to the Settlement

### 16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Action: *Levin, et al. v. Albany College of Pharmacy and Health Sciences*, Index No. 906277-25, pending in the Supreme Court of Albany County, New York;
- (2) your full name, mailing address, telephone number, and email address;

- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (5) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;
- (6) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (7) whether or not you or your lawyer would like to speak at the Final Approval Hearing; and
- (8) your signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be valid, it must meet each of these requirements.

Class Counsel and/or Defendant' Counsel may conduct limited discovery on any objector or objector's counsel.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendants.

| Clerk of the Court                           | Settlement Administrator                                                                                          |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Clerk of the Court<br><b>[Court Address]</b> | ACPHS Data Security Incident Settlement<br>ATTN: Objections<br><b>[PO Box Number]</b><br>Santa Ana, CA 92799-9958 |

| Class Counsel                                                                                                                                                                                                                                                                                                                        | Counsel for Defendants                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| <p>Tyler J. Bean<br/><b>SIRI &amp; GLIMSTAD LLP</b><br/>745 Fifth Ave., Ste. 500<br/>New York, NY 10151</p> <p>Brittany Resch<br/><b>STRAUSS BORRELLI PLLC</b><br/>980 N. Michigan Ave., Ste. 1610<br/>Chicago, IL 60611</p> <p>Leigh S. Montgomery<br/><b>EKSM, LLP</b><br/>4200 Montrose Blvd., Ste. 200<br/>Houston, TX 77006</p> | <p>Casie Collignon<br/><b>BAKER &amp; HOSTETLER LLP</b><br/>1801 California St., Ste. 4400<br/>Denver, CO 80202</p> |

## 17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is

opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

## The Court's Final Approval Hearing

### 18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Eastern Time, in Room **[Court Room]** of the Supreme Court of Albany County, New York, at **[Court Address]**. The Final Approval Hearing may also be held remotely.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check **www.[SettlementWebsite].com** for updates.

### 19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

## If I Do Nothing

### 20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

## Getting More Information

### 21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, **www.[SettlementWebsite].com**.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: **info@[SettlementWebsite].com**
- Call toll free, 24/7: 1-**XXX-XXX-XXXX**
- By mail: ACPHS Data Security Incident Settlement  
c/o Settlement Administrator  
**[PO Box Number]**

Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

**DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT**

# **EXHIBIT C**

ACPHS Data Security Incident Settlement  
c/o Settlement Administrator  
P.O. Box \_\_\_\_\_  
Santa Ana, CA 92799-9958

***Levin, et al. v. Albany College of Pharmacy  
and Health Sciences,***  
Index No. 906277-25

**IF YOU WERE POTENTIALLY IMPACTED IN  
THE AUGUST 2024 ALBANY COLLEGE OF  
PHARMACY AND HEALTH SCIENCES, DATA  
SECURITY INCIDENT, A PROPOSED CLASS  
ACTION SETTLEMENT MAY AFFECT YOUR  
RIGHTS AND ENTITLE YOU TO BENEFITS  
AND  
A CASH PAYMENT.**

*A court has authorized this Notice.*

*This is not a solicitation from a lawyer.*

*You are not being sued.*

THIS NOTICE IS ONLY A SUMMARY.  
VISIT [WWW.SETTLEMENTWEBSITE.COM](http://WWW.SETTLEMENTWEBSITE.COM)  
OR SCAN THIS QR CODE  
FOR COMPLETE INFORMATION.

First-Class  
Mail  
US Postage  
Paid  
Permit # \_\_\_\_\_

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»



### Why am I receiving this notice?

A Settlement has been reached with Albany College of Pharmacy and Health Sciences ("ACPHS") in a class action lawsuit ("Settlement"). The case is about the August 2024 cyberattack impacting ACPHS's computers (the "Data Security Incident"). Files containing private information were potentially accessed. ACPHS denies any liability or wrongdoing and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

### Who is included in the Settlement?

The Court has defined the class as: "All persons residing in the United States whose Private Information was potentially impacted as a result of the Data Security Incident impacting ACPHS's computer systems between August 31, 2024, and September 14, 2024."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

### What are the Settlement benefits?

You can claim two years of **Credit Monitoring** and one or more of the **cash payment** options.

If you have documented losses you can get back up to **\$5,000** for out-of-pocket expenses, fraud, or identity theft losses. If you spent time fixing problems caused by this incident, you can get back \$20/hour for up to four hours (up to **\$80**).

*Instead of any other cash payment option, you can get a one-time **\$25** payment.*

Full details and instructions are available online.

### How do I receive a benefit?

The best way to file a claim is to file it online at the website address listed below. For a full paper Claim Form call **1-XXX-XXX-XXXX**. Claims must be submitted online or postmarked by **[Claims Deadline]**.

### What if I don't want to participate in the Settlement?

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue ACPHS or any of the Released Parties for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

### When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The hearing may be held remotely. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$300,000, and \$2,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

# **EXHIBIT D**

**SUPREME COURT OF THE STATE OF NEW YORK**  
**COUNTY OF ALBANY**

**ROBERT LEVIN, et al.,**

Plaintiffs,

v.

**ALBANY COLLEGE OF PHARMACY  
AND HEALTH SCIENCES,**

Defendant.

Index No. 906277-25

**[PROPOSED] ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant.<sup>1</sup>

Having fully considered the Motion, the Court **GRANTS** the Motion and **ORDERS** as follows:

**I. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

The Settlement Agreement provides for a Settlement Class defined as follows:

All persons residing in the United States whose Private Information was potentially impacted during the Data Security Incident impacting ACPHS's computer systems between August 31, 2024, and September 14, 2024.

Excluded from the Settlement Class are: (i) Defendant, its officers, directors, agents, affiliates, parents, subsidiaries, successors or assigns, or any entity in which Defendant has a controlling interest; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and immediate

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<sup>1</sup> All capitalized terms used herein shall have the meaning ascribed to them in the Settlement Agreement, unless otherwise set forth herein.

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 Security Incident or who pleads nolo contendere to any such charge..

Pursuant to CPLR §§ 901(a), 903, and 907 the Court finds that giving notice of the proposed Settlement is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of settlement because it meets all the requirements. Specifically, the Court finds for settlement purposes that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (ii) there are issues of law and fact that are common to the Settlement Class; (iii) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (iv) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this litigation on behalf of the Settlement Class; (v) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (vi) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this litigation

## **II. SETTLEMENT CLASS REPRESENTATIVES AND SETTLEMENT CLASS COUNSEL**

The Court provisionally appoints Plaintiffs Robert Levin, Ruben Abraham, Abigayle Gonzalez, and Jack Sullivan as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated individuals to absent Class Members and are therefore typical of the Class and that they will be adequate Class Representatives. Further, the Court

provisionally finds that the Service Award amount (\$2,500.00 per Class Representative) is reasonable.

Additionally, the Court provisionally appoints Tyler J. Bean of Siri & Glimstad LLP, Brittany Resch of Strauss Borrelli PLLC, and Leigh S. Montgomery of EKSM, LLP as Class Counsel. The Court provisionally finds that Class Counsel are experienced and adequate counsel. Further, the Court provisionally find that the amount of attorneys' fees, expenses, and costs Class Counsel may request under the terms of the Settlement Agreement (\$300,000.00) is fair and reasonable.

### **III. PRELIMINARY SETTLEMENT APPROVAL**

Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, and the Settlement treats the Settlement Class Members equitably.

### **IV. JURISDICTION**

The Court finds it has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in this Court.

## **V. FINAL APPROVAL HEARING**

A Final Approval Hearing shall be held at \_\_\_\_\_ : \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 2026, at Supreme Court of the State of New York, County of Albany, Courtroom \_\_\_\_\_, where the Court will determine, among other things, whether: (i) this litigation should be finally certified as a class action for settlement purposes; (ii) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (iii) this litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (iv) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; and (v) Class Counsel's Motion for Attorneys' Fees, Costs, and Service Awards should be approved.

## **VI. SETTLEMENT ADMINISTRATOR**

The Court appoints Simpluris, Inc. as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

## **VII. NOTICE OF THE SETTLEMENT**

The proposed Notice Program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as Exhibits A, B, and C are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the parties, but without further order of the Court.

## **VIII. FINDINGS CONCERNING NOTICE**

The Court finds that the proposed form, content, and method of giving notice to the Settlement Class as described in the Notice Program and the Settlement Agreement and its

exhibits: (i) will constitute the best practicable notice to the Settlement Class; (ii) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (iii) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (iv) meet all applicable requirements of law and meet the requirements of the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

## **IX. EXCLUSION FROM THE SETTLEMENT CLASS**

A Settlement Class Member may opt-out of the Settlement Class at any time during the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The opt-out request must be: (i) personally signed by the Settlement Class Member; (ii) contain the requestor's name, address, telephone number, and email address (if any), (iii) contain the name of the proceeding; and (iv) include a statement indicating a request to be excluded from the Settlement Class.

Within 10 days of the Opt-Out Deadline, the Settlement Administrator shall furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion.

In the event that more than 50 Settlement Class Members exercise their right to exclude themselves from the Settlement Class, Defendant shall have the option to terminate this Agreement. Defendant shall notify Class Counsel and the Court of its intention to terminate this Agreement within 14 days, or the option to terminate shall be considered waived.

If a Final Approval Order is entered, all Settlement Class Members who do not timely and validly request to opt-out shall be bound by the terms of the Settlement Agreement even if that Settlement Class Member did not submit a Valid Claim. Further, all persons who submit valid and timely notices of their intent to be excluded from the Settlement Class will not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

#### **X. OBJECTIONS TO THE SETTLEMENT AND APPEARANCES**

A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Deadline and as stated in the Notice. The Long Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to send their written objections to the Settlement Administrator at the address indicated in the Postcard Notice and Long Notice. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Deadline.”

Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant’s Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded himself/herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the

envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (*e.g.*, Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards, and whether each counsel will appear at the Final Approval Hearing;
- e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the

trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five (5) years;

- f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- h. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. A separate objection must be submitted for each objector, complying with the requirements set forth in this paragraph.

Notwithstanding the foregoing, any Settlement Class Member who timely submits a written notice of objection and attends the Final Approval Hearing may state their objection at that time, subject to the Court's approval.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to 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 litigation. The provisions stated in the Settlement Agreement are the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement or the Final Approval Order to be entered upon final approval shall be pursuant to appeal and not through a collateral attack.

## **XI. CLAIM SUBMISSION PROCESS**

Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Approval Order is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order, including the releases contained therein.

## **XII. TERMINATION OF SETTLEMENT**

This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (i) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; (ii) there is no effective date; or (iii) otherwise consistent with the terms of the Settlement Agreement. In such event: (i) the parties shall be restored to their respective positions in the litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any party or party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with

respect to the parties and shall not be used in the litigation or in any other proceeding for any purpose; and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

### **XIII. USE OF ORDER**

This Preliminary Approval Order shall be of no force or effect if the Final Approval Order is not entered or there is no effective date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any party of any defense or claims they may have in this litigation or in any other lawsuit.

### **XIV. CONTINUANCE OF HEARING**

The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the parties, if appropriate, without further notice to the Settlement Class.

### **XV. STAY OF LITIGATION**

All proceedings in the litigation, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, all Settlement Class Members are provisionally enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims pending Final Approval of the Settlement Agreement.

## **XVI. CONTINUING JURISDICTION**

For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the settlement proceedings to ensure effectuation thereof in accordance with the settlement preliminarily approved herein and the related orders of this Court.

## **XVII. SCHEDULE AND DEADLINES**

The Court orders the following schedule of dates for the specified actions/further proceedings:

| <b>Event</b>                                                                                                                            | <b>Deadline</b>                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <b>Deadline for Defendant to Provide Class List to Settlement Administrator</b>                                                         | 14 days after the entry of the Preliminary Approval Order          |
| <b>Notice Commencement Deadline</b>                                                                                                     | 20 days after the Settlement Administrator receives the Class List |
| <b>Motion for Attorneys' Fees, Costs, and Service Awards</b>                                                                            | 14 days before the Objection and Opt-Out Deadlines                 |
| <b>Objection Deadline</b>                                                                                                               | 60 days after Notice Commencement Deadline                         |
| <b>Opt-Out Deadline</b>                                                                                                                 | 60 days after Notice Commencement Deadline                         |
| <b>Claims Deadline</b>                                                                                                                  | 90 days after Notice Commencement Deadline                         |
| <b>Motion for Final Approval of Class Action Settlement</b>                                                                             | 14 days before the Final Approval Hearing                          |
| <b>Final Approval Hearing</b><br><br>(to be scheduled by the Court at least 100 days after the entry of the Preliminary Approval Order) | _____, 2026 at ____:_____ a.m./p.m.                                |

**IT IS SO ORDERED.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE

# **EXHIBIT E**

**SUPREME COURT OF THE STATE OF NEW YORK**  
**COUNTY OF ALBANY**

**ROBERT LEVIN, et al.,**

Plaintiffs,

v.

**ALBANY COLLEGE OF PHARMACY  
AND HEALTH SCIENCES,**

Defendant.

Index No. 906277-25

**[PROPOSED] FINAL APPROVAL ORDER**

Before the Court is Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement and Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Awards (together, the “Motions”).<sup>1</sup>

**WHEREAS**, on [REDACTED], 2026, the Court entered an Order Granting Preliminary Approval of Class Action Settlement (the “Preliminary Approval Order”) which, among other things: (i) conditionally certified this matter as a class action, including defining the Settlement Class and class claims; (ii) appointed Plaintiffs Robert Levin, Ruben Abraham, Abigayle Gonzalez, and Jack Sullivan as the Class Representatives and appointed Tyler J. Bean of Siri & Glimstad LLP, Brittany Resch of Strauss Borrelli PLLC, and Leigh S. Montgomery of EKSM, LLP as Class Counsel; (iii) preliminarily approved the Settlement Agreement; (iv) approved the form and manner of Notice to the Settlement Class; (v) set deadlines for opt-outs and objections; (vi) approved and appointed the Settlement Administrator; and (vii) set the date for the Final Approval Hearing.

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<sup>1</sup> All capitalized terms used herein shall have the meaning ascribed to them in the Settlement Agreement, unless otherwise set forth herein.

**WHEREAS**, pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right to opt-out, and the right to object to the Settlement Agreement and to be heard at the Final Approval Hearing;

**WHEREAS**, on [REDACTED], 2026, the Court held a Final Approval Hearing to determine, *inter alia*: (i) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (ii) whether judgment should be entered dismissing this action with prejudice. Prior to the Final Approval Hearing, a declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement Agreement, the award of attorneys' fees, costs, and expenses to Class Counsel, and the payment of a Service Award to the Class Representatives.

**WHEREAS**, the Court is not required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement.

**WHEREAS**, the Court is required to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the proposed Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class; having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order; having heard the presentation of Class Counsel and counsel for Defendant; having reviewed all of the submissions presented with respect to the proposed Settlement Agreement; having

determined that the Settlement Agreement is fair, adequate, and reasonable; having considered the Motions and having reviewed the materials in support thereof, and good cause appearing:

The Court **GRANTS** the Motions and **ORDERS** as follows:

1. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including the Settlement Class.

2. The Settlement involves allegations in Plaintiffs' Consolidated Class Action Complaint against Defendant for its alleged failure to implement or maintain adequate data security measures and safeguards to protect personally identifiable information and protected health information, which Plaintiffs allege directly and proximately caused injuries to Plaintiffs and Settlement Class Members.

3. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

4. The Court hereby affirms its determinations in the Preliminary Approval Order certifying, for the purposes of Settlement only, the Action as a class action pursuant to CPLR §§ 901(a), 903, 905, and 907.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and for purposes of the Settlement Agreement and this Final Approval Order only, the Court hereby finally certifies the following Settlement Class:

All persons residing in the United States whose Private Information was potentially impacted during the Data Security Incident impacting ACPHS's computer systems between August 31, 2024, and September 14, 2024.

Excluded from the Settlement Class are: (i) all persons who are directors and officers of Defendant; (ii) governmental entities; and (iii) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

6. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued Action of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued Action in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. Settlement Administration as outlined in the Settlement Agreement whereby Participating Settlement Class Members can submit claims that will be evaluated by a Settlement Administrator.
- b. Defendant is to pay all costs of Settlement Administration.
- c. Defendant is to pay, subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Awards to the Class Representatives.

8. The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of CLPR § 901(a) set forth in the Preliminary Approval Order

and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than Action, the Court need not address any issues of manageability that may be presented by certification of the class proposed in the Settlement Agreement.

9. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

10. The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of CPLR §§ 901(a), 903, 904, 905, 907, and 908, the United States Constitution, and other applicable law.

11. The Court finds that the Parties have fully complied with the notice requirements of CLPR §§ 904 and 908, the United States Constitution (including the Due Process Clause), and all other applicable laws and rules.

12. As of the Opt-Out Deadline, [REDACTED] potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in **Exhibit 1** to this Final Approval Order. Those persons are not bound by the Settlement Agreement and this Final Approval

Order and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement.

13. As of the Objection Deadline, **objections** were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

14. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

15. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and declarations filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

16. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Approval Order and the terms of the Settlement Agreement.

17. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various participating Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

18. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the Participating Settlement Class Members hereby fully and irrevocably release and forever discharge the Released Claims against the Released Parties, as defined in the Settlement Agreement.

19. The Court grants final approval of the appointment of Plaintiffs as Class Representatives. The Court concludes that the Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

20. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves a payment to the Class Representatives—Robert Levin, Ruben Abraham, Abigayle Gonzalez, and Jack Sullivan—in the amount of **\$2,500.00 each** as a Service Award. Defendant shall make such payments in accordance with the terms of the Settlement Agreement.

21. The Court grants final approval of the appointment of Tyler J. Bean of Siri & Glimstad LLP, Brittany Resch of Strauss Borrelli PLLC, and Leigh S. Montgomery of EKSM, LLP as Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

22. The Court, after careful review of the Motion for Attorneys' Fees, Costs, and Service Awards filed by Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Class Counsel's Motion for Attorneys' Fees, Costs, and Service Awards and in the amount of **\$300,000.00**. Payment shall be made pursuant to the terms of the Settlement Agreement. The Court finds that this award is fair and reasonable pursuant to CPLR § 909.

23. This Final Approval Order and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability for Action of any claims that have

been, or could have been, asserted in the lawsuit. This Final Approval Order, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order may be filed in any action by Defendant, Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Approval Order shall not be construed or admissible as an admission by Defendant that Plaintiffs' claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have res judicata and preclusive effect on, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order.

24. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as

vacated *nunc pro tunc*; and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Defendant will pay amounts already billed or incurred for costs of notice to the Settlement Class, and Settlement Administration, and will not, at any time, seek recovery of same from any other Party to the Action or from counsel to any other Party to the Action.

25. This Court shall retain and reserve jurisdiction over: (i) implementation of this Settlement; (ii) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms and conditions of the Settlement Agreement, including the exhibits appended thereto; (iii) all Parties, for the purpose of enforcing and administering the Settlement; and (iv) any purpose(s) necessary to protect its jurisdiction from any action, whether in state or federal court.

26. Without affecting the finality of this Final Approval Order, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

27. Upon the entry of this Final Approval Order, with the exception of the Parties' implementation of the Settlement and the approval process in this Action, all Participating Settlement Class Members shall be enjoined and barred from asserting any claims or continuing any Action against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims.

28. This Order resolves all claims against all Parties in this action and is a final order.

29. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

**IT IS SO ORDERED.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE