

STATE OF MINNESOTA – SIXTH JUDICIAL DISTRICT COURT

In re Arrowhead Regional Computing Consortium Data Breach Litigation

Civil No. 69DU-CV-24-184 (Minn. Dist. Ct.)

If You Are Receiving this Notice, a Class Action Settlement May Affect Your Rights.

The Sixth Judicial District Court (St. Louis County) – State of Minnesota authorized this Notice.

You are not being sued.

This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit concerning Arrowhead Regional Computing Consortium (“Defendant” or “ARCC”) related to a Data Incident that occurred on February 6, 2023, in which an unauthorized third party gained access to ARCC’s computer systems.
- The lawsuit is captioned as *In re Arrowhead Regional Computing Consortium Data Breach Litigation*, Civil No. 69DU-CV-24-184 (Minn. Dist. Ct.). The proposed class action lawsuit alleges that ARCC suffered a Data Incident on February 6, 2023, in which an unknown third party gained access to Defendant’s computer systems and exfiltrated data from its servers containing Plaintiffs’ and Class Members’ Personal Identifying Information (“PII”) which included names, Social Security numbers, and student educational records. The Settlement does not establish any liability or admission of wrong, but rather is a compromise to end the lawsuit between the parties.
- The Settlement Class consists of a nationwide class of all individuals in the United States who received notice of the Data Incident from Arrowhead Regional Computing Consortium, totaling approximately 65,379 individuals.
- The Class specifically excludes: (i) Arrowhead and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly submit a Request for Exclusion in conformity with the Settlement Agreement; (iii) all judges assigned to hear any aspect of this litigation, including their staff and immediate family members; and (iv) proposed Settlement Class Counsel.
- All Class Members who submit valid and timely claims are eligible to receive two (2) years of 3-bureau credit monitoring, as well as reimbursement for time spent addressing the Data Incident at a rate of \$20.00 per hour for up to four (4) hours (*i.e.*, not to exceed \$80.00 per Settlement Class Member). Additionally, Defendant has also agreed to provide a declaration detailing the remedial data-security procedures and business practices implemented by ARCC since the Data Incident as well as the costs associated with their implementation. For complete details, please see the Settlement Agreement, whose terms control, available at www.ArrowheadDataSecuritySettlement.com.
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	This is the only way you may receive settlement benefits from the Settlement. The deadline to submit a Claim Form is October 8, 2026 .
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will not receive any settlement benefits, but you will retain any rights you currently have with respect to Defendant and the issues in this case. The deadline to exclude yourself from the Settlement is September 8, 2026 .
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not agree with the terms of the Settlement. Review complete details of written Objection requirements at www.ArrowheadDataSecuritySettlement.com . The deadline to object is September 8, 2026 .
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on October 12, 2026 .
DO NOTHING	You get no settlement benefits and you give up rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at www.ArrowheadDataSecuritySettlement.com.
- The Court in charge of this case still must decide whether to approve the Settlement. No settlement benefits will be provided unless the Court approves the Settlement and enters its Final Judgment.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with the Defendant in this case. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive credit monitoring and a cash payment reimbursement as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Nicole L. Hopps of the Minnesota Sixth Judicial District Court (St. Louis County) is overseeing this class action lawsuit. The case is captioned as *In re Arrowhead Regional Computing Consortium Data Breach Litigation*, Civil No. 69DU-CV-24-184 (Minn. Dist. Ct.) (the “Action”).

2. What is a class action lawsuit?

In a class action lawsuit, one or more people called “Class Representatives” have sued on behalf of themselves and other people who have similar claims. These individuals are called a “Class” or “Class Members.” Here, Jeremi Benoit, Matthew Horsch, Klowie Fields, and Ryan O’Connell are the Plaintiffs and Class Representatives. Arrowhead Regional Computing Consortium is the entity whom Plaintiffs sued—and is called the Defendant. In a class action, one court resolves the issues for all Class Members, except for those who choose to exclude themselves.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

Plaintiffs allege that Arrowhead was negligent in securing their personal information and specifically allege that on February 6, 2023, an unknown unauthorized third party gained access to Defendant’s computer systems and exfiltrated data from its servers containing Plaintiffs’ and Class Members’ Personal Identifying Information (“PII”), which included names, Social Security numbers, and student educational records. Plaintiffs contend that Defendant’s negligent actions allowed cybercriminals to exfiltrate its computer systems and obtain Plaintiffs’ and Class Members’ PII so that the cybercriminals could wreak havoc on the financial and personal lives of Plaintiffs and the thousands of individual Class Members whose information was affected by the Data Incident. More detailed information about what Plaintiffs allege is in Plaintiffs’ Consolidated Amended Complaint which you may view at www.ArrowheadDataSecuritySettlement.com.

Arrowhead denies that its actions caused Plaintiffs and Class Members damage and does not admit or concede any liability as part of the Settlement. More information about what Arrowhead asserts in its defense are in Arrowhead’s Answer to the Consolidated Amended Complaint which you may view at the www.ArrowheadDataSecuritySettlement.com website.

4. Why is there a Settlement?

The Court has not decided whether Plaintiffs or Defendant should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will get compensation now rather than years later—if ever. The Class Representatives and Class Counsel, attorneys for the Class Members, agree the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by Defendant.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Settlement Class consists of all individuals in the United States who received notice of the Data Incident from Arrowhead. The Settlement explicitly excludes: (i) Arrowhead and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly submit a Request for Exclusion in conformity with the Settlement Agreement; (iii) all judges assigned to hear any aspect of this litigation, including their staff and immediate family members; and (iv) proposed Settlement Class Counsel.

You are a member of the Class if you received a notice letter indicating that your PII may have been exfiltrated as part of the Arrowhead Data Incident.

Eligible Settlement Class Members will have been mailed notice of their eligibility to receive credit monitoring services and reimbursement for time spent addressing the Data Incident by the Settlement Administrator, and Settlement Class membership will be verified against that mailed list. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at 1-888-808-6067, or by visiting the Settlement Website at www.ArrowheadDataSecuritySettlement.com.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under this Settlement, Class Members are eligible to receive two (2) years of 3-bureau credit monitoring, as well as reimbursement for time spent addressing the Data Incident at a rate of \$20.00 per hour for up to four (4) hours (*i.e.*, not to exceed \$80.00 per Settlement Class Member). Defendant has also agreed to provide a declaration detailing the remedial data-security procedures and business practices implemented by Arrowhead since the Data Incident as well as the costs associated with their implementation fourteen (14) days before the Final Approval Hearing. The Settlement Administrator will post additional information about the credit monitoring services and reimbursement cash payments on www.ArrowheadDataSecuritySettlement.com. For complete details, please see the Settlement Agreement, whose terms control, available at www.ArrowheadDataSecuritySettlement.com.

HOW TO GET BENEFITS

7. How do I make a Claim?

The easiest way to submit a claim is online at www.ArrowheadDataSecuritySettlement.com using your Class Member ID found on the Notice that was mailed to you. A Claim Form may also be downloaded from the Settlement Website and mailed to the Settlement Administrator. Claim Forms must be submitted online or postmarked on or before the claim deadline of **October 8, 2026**.

You can contact the Settlement Administrator to request a paper Claim Form by telephone 1-888-808-6067, email (info@ArrowheadDataSecuritySettlement.com), or U.S. mail (Arrowhead Data Security Incident Class Action, c/o Settlement Administrator, P.O. Box 301174, Los Angeles, CA 90030-1174).

Claims will be subject to a verification process. You will need the unique Class Member ID provided at the top of your Short-Form Notice (postcard notice) to fill out your Claim Form. If you do not know your Class Member ID, please contact the Settlement Administrator.

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for **October 12, 2026**. If the Court approves the Settlement, eligible Settlement Class Members whose Claims were approved by the Settlement Administrator will be sent a credit monitoring code and if eligible, a cash payment reimbursement of time spent addressing the Data Incident, after all appeals and other reviews, if any, are completed. Please be patient. Eligible claims will be distributed to Class Members via a credit monitoring code, and if eligible, a written check unless a Class Member chooses to receive payment electronically. All checks will expire and become void 90 days after they are issued.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called Class Counsel. Class Counsel in this case are: Nathan D. Prosser at Hellmuth & Johnson PLLC; Bryan L. Bleichner at Chestnut Cambronne PA; and William B. Federman at Federman and Sherwood.

10. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working for you. However, you can choose to hire your own lawyer at your own expense. If you hire a lawyer to speak for you or to appear in Court, your lawyer must file a Notice of Appearance.

11. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees, and expenses that will be paid by Defendant and will not exceed \$315,000.00. Attorneys' fees, expenses, and other costs awarded by the Court shall be payable by Defendant in accordance with the Court's Final Approval Order.

Class Counsel will also request a Service Award of up to \$1,500.00 for each named Class Representative (not to exceed \$6,000.00 total). Ultimately, the Court will determine the proper amount of any attorneys' fees and expenses to award Class Counsel and the proper amount of any Service Award to the Class Representatives.

YOUR RIGHTS AND OPTIONS

12. What claims do I give up by participating in this Settlement?

If you do not exclude yourself from the Settlement, you will not be able to sue the Defendant related to the issues in this case, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true regardless of whether you submit a Claim Form or do nothing. You can read the terms of release included in the Settlement Agreement at www.ArrowheadDataSecuritySettlement.com. However, you may exclude yourself from the Settlement (see Question 14). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims.

“Released Claims” mean any and all past, present, and future claims and causes of action related to the Data Incident, including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality; violations of state consumer protection statutes; violations of state privacy-protections; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; or failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages; injunctive relief; disgorgement; declaratory relief; equitable relief; attorneys’ fees and expenses; pre-judgment interest; credit monitoring services; the creation of a fund for future damages; statutory damages; punitive damages; special damages; exemplary damages; restitution; and/or the appointment of a receiver; whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of (1) the Data Incident; (2) the alleged theft or improper access to any Settlement Class Member’s data; (3) any deficiencies in Arrowhead’s information security or duty by Arrowhead to securely maintain a Settlement Class Member’s data before or at the time of the events described in the Consolidated Complaint; or (4) any other transactions, occurrences, facts, or circumstances that were alleged or otherwise described in, or could have been alleged or described in, the Consolidated Complaint or Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

The Settlement Agreement describes the Release, Released Claims, Released Defendant, and Releasing Plaintiffs in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at www.ArrowheadDataSecuritySettlement.com or in the public court records on file in this lawsuit.

The Released Claims do not include any claims arising from or relating to any conduct by Defendant after the date the Agreement is executed. The Released Claims shall also not include the right of Plaintiffs, any Class Member, or any Releasing Party to enforce the terms of the Settlement Agreement.

13. What happens if I do nothing at all?

If you do nothing, you will receive no payment under the Settlement. You will be in the Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 11 above. Unless you exclude yourself, you won’t be able to file a lawsuit or be part of any other lawsuit against Defendant for the claims or legal issues resolved in this Settlement.

14. What happens if I ask to be excluded?

If you exclude yourself from the Settlement (“opt out”), you will not have any rights as a member of the Settlement Class under the Settlement terms; you will not receive any settlement benefits as part of the Settlement; you will not be bound by any further orders or judgments in this case; and you will keep the right, if any, to sue on the claims alleged in this lawsuit at your own expense.

15. How do I ask to be excluded?

To exclude yourself, you must send a written “Request for Exclusion” to the Settlement Administrator by mail so that it is postmarked no later than September 8, 2026. Your written request to opt out must be individually signed and timely submitted to the designated Post Office box established by the Settlement Administrator.

Your Request for Exclusion must be mailed to:

Arrowhead Data Security Incident Class Action
c/o Settlement Administrator
P.O. Box 301174
Los Angeles, CA 90030-1174

You cannot exclude yourself by phone or email. The Request for Exclusion must clearly manifest your intent to exclude yourself from the Settlement Class.

A “Request for Exclusion” that does not include all of the foregoing information, shall be invalid, and the Person serving such an invalid request shall remain a Settlement Class Member and shall be bound by this Settlement Agreement, if approved.

Each individual who wants to be excluded from the Settlement must submit his or her own individual exclusion request.

16. If I don’t exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being resolved by this Settlement even if you do nothing.

17. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for any settlement benefits.

18. How do I object to the Settlement?

If you did not exclude yourself from the Settlement Class and think that the Court should not approve the Settlement, you can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to grant final approval to the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, you must mail your objection to the Clerk of the Court and the Settlement Administrator via Class Counsel, at the mailing addresses listed below, postmarked by **no later** than the Objection Deadline, **September 8, 2026**:

Class Counsel

Nathan D. Prosser
Hellmuth & Johnson PLLC
8050 W. 78th St.
Edina, MN 55439

Bryan L. Bleichner
Chestnut Cambronne PA
100 Washington Ave. S., Suite 1700
Minneapolis, MN 55401

William B. Federman
Federman & Sherwood
10205 N. Pennsylvania Ave.
Oklahoma City, OK 73120

Your objection must be written and must state:

- i. the case name and docket number – *In re Arrowhead Regional Computing Consortium*, 69DU-CV-24-184;
- ii. a written statement of all grounds for the objection, accompanied by any legal support for the objection that the objector believes applicable and any supporting documents;
- iii. the identity of any and all counsel representing the objector in connection with the objection;
- iv. a statement of whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and
- v. the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

Class Counsel shall cause all written objections to be filed with the Court fifteen (15) days prior to the Claim Deadline. Any Person that fails to object in the manner prescribed herein shall be deemed to have waived their objections and will forever be barred from making any such objections in the Litigation, unless otherwise excused for good cause shown, as determined by the Court.

19. What’s the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Settlement Class is telling the Court that you don’t want to be part of the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on **October 12, 2026**, in the Minnesota Sixth Judicial District Court, St. Louis County, 100 North 5th Ave. W., Duluth, Minnesota 55802. The hearing will also be able to be attended remotely via Zoom. The purpose of the Final Approval Hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the Service Award payment to the Class Representatives. At the Final Approval Hearing, Plaintiffs will request the Court to enter an order consistent with the Settlement Agreement, including dismissing with prejudice all claims against Defendant, granting Class Counsel's request for payment of attorneys' fees and expenses, and Services Awards, and retaining jurisdiction for the implementation and enforcement of the Settlement Agreement.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, www.ArrowheadDataSecuritySettlement.com, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

21. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you do not have to.

22. May I speak at the Final Approval Hearing?

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

23. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.ArrowheadDataSecuritySettlement.com.

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT WWW.ARROWHEADDATASECURITSETTLEMENT.COM, BY CALLING TOLL-FREE AT 1-888-808-6067 OR WRITING TO:

Arrowhead Data Security Incident Class Action
c/o Settlement Administrator
P.O. Box 301174
Los Angeles, CA 90030-1174
Email: info@ArrowheadDataSecuritySettlement.com

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.