

STATE OF MINNESOTA
COUNTY OF ST. LOUIS

DISTRICT COURT
SIXTH JUDICIAL DISTRICT

CASE TYPE: CIVIL OTHER/CLASS ACTION

*In re Arrowhead Regional Computing
Consortium Data Breach Litigation*

Case No. 69DU-CV-24-184
Judge Nicole L. Hopps

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and among the following parties: (1) plaintiffs Jeremie Benoit, Matthew Horsch, Klowie Fields, and Ryan O’Connell (“Plaintiffs”), on behalf of themselves and the Settlement Class; and (2) defendant Arrowhead Regional Computing Consortium (“Arrowhead”), by and through their counsel of record (together, the “Parties”). This Settlement Agreement is subject to Court approval and is intended to fully, finally, and forever resolve, discharge, and settle the above-captioned action, Case No. 69DU-CV-24-184, upon and subject to the terms and conditions set forth herein.

RECITALS

WHEREAS, on January 29, 2024, plaintiff Jeremie Benoit filed a class action lawsuit against Arrowhead in the Sixth Judicial District Court, County of St. Louis, Minnesota (Index #1);

WHEREAS, the original complaint alleged that, on February 6, 2023, an unauthorized third party gained access to Arrowhead’s computer systems (the “Data Incident”), which contained his and the Settlement Class Members’ personal identifiable information, including names, Social Security numbers, and student educational records (*id.*, ¶¶ 1, 6);

WHEREAS, the original complaint asserted five claims: (1) negligence (*id.*, ¶¶ 101-17); (2) invasion of privacy (*id.*, ¶¶ 118-31); (3) breach of fiduciary duty (*id.*, ¶¶ 132-41); (4) negligence *per se* (*id.*, ¶¶ 142-55); and (5) declaratory judgment (*id.*, ¶¶ 156-64);

WHEREAS, on June 25, 2024, Arrowhead moved to dismiss the original complaint in its entirety pursuant to Minnesota Rule of Civil Procedure 12.02(a) and (e) for lack of jurisdiction over the subject matter, lack of standing, and failure to state a claim upon which relief can be granted (Index #35);

WHEREAS, on October 21, 2024, the Honorable Nicole Hopps of the Sixth Judicial District Court, State of Minnesota, granted in part and denied in part that motion, dismissing the claims for invasion of privacy and negligence *per se*, while allowing the claims for negligence, breach of fiduciary duty, and declaratory judgment to proceed (Index # 50);

WHEREAS, on November 4, 2024, Arrowhead filed an answer to the original complaint (Index #51);

WHEREAS, over the subsequent eight months, Arrowhead and Benoit diligently engaged in written discovery and document production;

WHEREAS, on August 15, 2025, Benoit and Arrowhead filed a joint request to consolidate this action with *Clauson, et al. v. Arrowhead Regional Computing Consortium*, 69DU-CV-25-803, pursuant to Minn. R. Civ. P. 42.01 (Index #70);

WHEREAS, on October 16, 2025, the Court granted the joint request for consolidation, designating this first-filed case as the lead action (Index #72);

WHEREAS, on November 14, 2025, Plaintiffs filed a consolidated class action complaint (the “Consolidated Complaint”), asserting identical factual allegations and bringing two claims: (1) negligence (Index #74, ¶¶ 144-60); and (2) declaratory judgment (*id.*, ¶¶ 161-69);

WHEREAS, on December 1, 2025, Arrowhead filed an answer and additional defenses to the Consolidated Complaint (Index #75);

WHEREAS, the Parties were concurrently engaged in ongoing settlement discussions and have reached a settlement in principle;

WHEREAS, following the Parties' agreement in principle, this Settlement Agreement sets forth the complete and final understanding of the Parties regarding the settlement of the consolidated civil action captioned *In re Arrowhead Regional Computing Consortium Data Breach Litigation*, Case No. 69DU-CV-24-184, pending in the Sixth Judicial District Court, County of St. Louis, Minnesota;

WHEREAS, although Plaintiffs believe the claims asserted in the Litigation have merit, they recognize the expense, length, risks, and uncertainties of continued complex class-action litigation, and Settlement Class Counsel—based on their extensive experience and knowledge of the relevant claims and defenses—have concluded that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of the proposed Settlement Class;

WHEREAS, although Arrowhead denies all claims, allegations of wrongdoing, and any liability asserted or that could have been asserted in the Consolidated Complaint and the Litigation, it recognizes that further litigation would be protracted, costly, and uncertain, and has therefore determined that settling the Litigation on the terms set forth in this Settlement Agreement is desirable and in its best interests;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the proposed Settlement Class, and Arrowhead, that—subject to Court approval—the Litigation and the Released Claims shall be finally, fully, and forever compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Parties and the Settlement Class Members, except those Settlement Class Members who lawfully exclude themselves from the settlement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

I. DEFINITIONS

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

- 1.1 **“Arrowhead’s Counsel”** means Anthony Gabor of Messerli & Kramer P.A. and Georgia Bennett of Baker & Hostetler LLP.
- 1.2 **“Claim Form”** means the claim form to be used by Settlement Class Members to submit a Settlement Claim, either through online through the Settlement Website or by U.S. mail, substantially in the form as shown in **Exhibit A** to this Settlement Agreement.
- 1.3 **“Claims Deadline”** means the date by which all Claim Forms must be submitted by Settlement Class Members to the Settlement Administrator to be timely. This date shall be set as ninety (90) days after the Notice Commencement Date.
- 1.4 **“Consolidated Complaint”** means the operative consolidated class action complaint, filed in the Litigation on November 14, 2025 (Index #74).
- 1.5 **“Costs of Settlement Administration”** means all actual costs associated with or arising from administration of the settlement by the Settlement Administrator, including, without limitation: all expenses and costs associated with providing Notice, performing National Change of Address searches or skip tracing, processing Settlement Claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating, and distributing Settlement Benefits and Settlement Payments. Costs of Settlement Administration shall also include all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Settlement Agreement.

- 1.6** “**Court**” means the Sixth Judicial District Court, County of St. Louis, Minnesota.
- 1.7** “**Effective Date**” means the first date by which all events and conditions specified in Paragraph 10.1 herein have occurred and been met.
- 1.8** “**Attorneys’ Fee Award and Costs**” means the amount of attorneys’ fees and reimbursement of litigation costs to be awarded by the Court to Settlement Class Counsel.
- 1.9** “**Final Approval Hearing**” means the hearing to be conducted before the Court to determine the fairness, adequacy, and reasonableness of the Settlement Agreement pursuant to Minn. R. Civ. P. 23.05 and whether to enter a Final Approval Order and Judgment.
- 1.10** “**Final Approval Order and Judgment**” means an order and judgment that the Court enters after the Final Approval Hearing, which, among other things, finally approves the Settlement Agreement, finally certifies the Settlement Class for settlement purposes, dismisses all claims in the Litigation with prejudice, releases the Released Persons from the Released Claims as set forth herein, bars and enjoins the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order and Judgment, includes as an exhibit list of individuals who timely and validly opted out of the Settlement, and satisfies the settlement-related provisions of Minn. R. Civ. P. 23 in all respects. The Final Approval Order and Judgment shall be in the form, or materially in the form, the proposed Final Approval Order and Judgment and shall comply with the requirements set forth in paragraph 9.4.

- 1.11 “Litigation”** means the two lawsuits consolidated in the class action case captioned *In re Arrowhead Regional Computing Consortium Data Breach Litigation*, 69DU-CV-24-184, pending in the Sixth Judicial District Court, County of St. Louis, Minnesota;
- 1.12 “Long Form Notice”** means the long form notice of settlement posted on the Settlement Website, substantially in the form of **Exhibit B** to this Settlement Agreement.
- 1.13 “Notice”** means the manner of providing notice of this Settlement Agreement to the Settlement Class, as discussed in section 3.
- 1.14 “Notice Commencement Date”** means thirty (30) days after entry of the Preliminary Approval Order. The Notice Commencement Date shall be used for purposes of initiating Notice, determining the Claims Deadline, Opt-Out Date, and the Objection Date, and calculating all other deadlines that run from the Notice Commencement Date.
- 1.15 “Objection Date”** means the date by which Settlement Class Members must mail any objection, pursuant to section 6, for that objection to be valid. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be sixty (60) days after the Notice Commencement Date.
- 1.16 “Opt-Out Date”** means the date by which Settlement Class Members must mail any Request for Exclusion, pursuant to section 5, for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) days after the Notice Commencement Date.

- 1.17 “Person”** means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.
- 1.18 “Preliminary Approval Order”** means the order preliminarily approving the Settlement Agreement and ordering that Notice be provided to the Settlement Class. The Parties’ proposed Preliminary Approval Order is attached as **Exhibit C** to this Settlement Agreement.
- 1.19 “Settlement Class Counsel”** means: William B. Federman of Federman & Sherwood; Bryan L. Bleichner and Philip J. Krzeski of Chestnut Cambronne PA; and Nathan D. Prosser of Hellmuth & Johnson PLLC.
- 1.20 “Related Entities”** means Arrowhead’s past or present parents, subsidiaries, divisions, and related or affiliated entities, as well as each of these entities’ respective predecessors, successors, directors, managers, officers, employees, members, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in any of the actions in the Litigation.
- 1.21 “Released Claims”** shall collectively 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.

- 1.22 “Released Persons”** means Arrowhead and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.
- 1.23 “Request for Exclusion”** is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner set forth in section 5 of this Agreement.
- 1.24 “Service Awards”** means the amount of remuneration to be paid to Plaintiffs in recognition of their efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in paragraph 8.2.
- 1.25 “Settlement Administrator”** means Verita Global LLC, a company experienced in administering class action settlements generally and specifically those of the type provided for and made in data breach litigation.
- 1.26 “Settlement Benefits”** means any Credit Monitoring, Time Spent Reimbursement, or other benefit Settlement Class Members receive pursuant to this Settlement Agreement, including non-monetary benefits and relief.
- 1.27 “Settlement Claim”** means a claim for Settlement Benefits submitted by a Settlement Class Member in the manner set forth in paragraph 4.1.
- 1.28 “Settlement Class”** means all individuals in the United States who received notice of the Data Incident from Arrowhead. The Settlement 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 paragraph 5 herein;
- iii. all judges assigned to hear any aspect of this litigation, including their staff and immediate family members; and
- iv. Settlement Class Counsel.

1.29 “Settlement Class Member(s)” means all natural persons meeting the definition of the Settlement Class. The Parties estimate that the Settlement Class Members will include approximately 65,379 individuals.

1.30 “Settlement Payment” means any payment to be made under this Settlement Agreement to a Settlement Class Member who submits a Valid Claim.

1.31 “Settlement Website” means a website, the URL for which shall be mutually selected by the Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines, and related information, as well as provide Settlement Class Members with the ability to submit a Settlement Claim online.

1.32 “Short Form Notice” means the short form notice of the proposed class action settlement, substantially in the form shown in **Exhibit D** to this Settlement Agreement. The Short Form Notice will direct recipients to the Settlement Website and inform members of the Settlement Class of, among other things, the Claims Deadline, the Opt-Out and Objection Dates, and the date of the Final Approval Hearing (if set prior to the Notice Commencement Date).

1.33 “Tax and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by any government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the

income or gains earned through this Settlement Agreement. Arrowhead is not responsible for payment of any Tax and Tax-Related Expenses of any kind.

- 1.34 “Valid Claim”** means a complete and timely Settlement Claim submitted by a Settlement Class Member that complies with all terms of this Settlement Agreement and is approved by the Settlement Administrator or, upon a showing of good cause, by the Court.

II. SETTLEMENT BENEFITS

- 2.1 Credit Monitoring:** Settlement Class Members shall each be eligible to receive two (2) years of 3-bureau credit monitoring (“Credit Monitoring”).
- 2.2 Time Spent Reimbursement:** In addition to Credit Monitoring, Settlement Class Members may submit a claim for 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). Such reimbursement (“Time Spent Reimbursement”) shall be supported by the Settlement Class Member’s signed attestation, made under penalty of perjury, describing how the time was spent and demonstrating that the time was related to the Data Incident.
- 2.3 Remedial Data-Security Procedures and Business Practices:** No later than fourteen (14) days before the Final Approval Hearing, Arrowhead shall provide Settlement Class Counsel a signed 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. The Parties may in their discretion choose to submit this declaration to the Court under seal in connection with the Final Approval Hearing.

III. NOTICE PROGRAM

- 3.1 Class Member List:** No later than seven (7) days after entry of the Preliminary Approval Order Arrowhead shall provide the Settlement Administrator with the name, and last known physical address of each Settlement Class Member (where available) (collectively, the “Class Member List”) that Arrowhead possesses. The Class Member List shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. The Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member List. In particular, the Settlement Administrator will keep the Class Member List strictly confidential, and will otherwise not disclose the Class Member List or the information contained therein to Settlement Class Counsel, Plaintiffs, or Settlement Class Members. Settlement Administrator will delete the Class Member List once it is no longer necessary to effectuate this Settlement Agreement and, at the latest, by fourteen (14) days after the Final Approval Order and Judgment.
- 3.2 Settlement Website:** On or before the Notice Commencement Date, the Settlement Administrator shall establish the Settlement Website which will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines, and related information. The Settlement Website shall include, in .pdf format and available for download, the following:
- i. the Long Form Notice;
 - ii. the Claim Form;

- iii. the Preliminary Approval Order;
- iv. this Settlement Agreement;
- v. the Consolidated Complaint; and
- vi. any other materials agreed upon by the Parties and/or required by the Court.

The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form electronically. The Settlement Website shall be made available starting on the Notice Commencement Date, maintained and updated by the Settlement Administrator through the Claims Deadline, and taken down within three (3) days of the last date that settlement checks go stale.

3.3 Short Form Notice Dissemination: The Settlement Administrator will provide the Short Form Notice to the Settlement Class as follows:

- i. Beginning on Notice Commencement Date, with all re-mailing to be substantially completed within thirty (30) days of the Notice Commencement Date, to all Settlement Class Members via mail to the postal address provided to the Settlement Administrator by Arrowhead. Before any mailing under this Paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;
- ii. In the event that subsequent to the first mailing of a Short Form Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Dates, a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Form Notice to the forwarding address within seven (7) days of receiving the returned Short Form Notice;
- iii. In the event that subsequent to the first mailing of a Short Form Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Dates, a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces,

in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Form Notice within seven (7) days of ascertaining such information. This shall be the final requirement for mailing.

3.4 Help Line: The Settlement Administrator shall be responsible for providing a toll-free help line made available to provide Settlement Class Members with additional information about the settlement from the period beginning on the Notice Commencement Date and ending three (3) days after the last date that settlement checks go stale. The Settlement Administrator also will provide copies of the Short Form Notice, Long Form Notice, and Claim Form, as well as this Settlement Agreement, upon request.

3.5 Revisions to Notice Materials: The Short Form Notice, Long Form Notice, Claim Form, and other applicable communications to the Settlement Class may be adjusted by the Settlement Administrator, in consultation and agreement with the Parties, as may be reasonable and not inconsistent with the Court's preliminary approval order.

3.6 Compliance with the Notice Program: Contemporaneously with seeking Final Approval of the Settlement, Settlement Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of Notice.

IV. CLAIMS ADMINISTRATION

4.1 Claim Submission: Settlement Class Members may make a Settlement Claim by submitting a valid, timely, and complete Claim Form, attached for approval by the Court as **Exhibit A**. Claims Forms must be submitted to the Settlement

Administrator online through the Settlement Website by the Claims Deadline or by U.S. mail postmarked by the Claims Deadline. Any Settlement Class Members who fails to timely submit a Valid Claim shall be forever barred from receiving any Settlement Benefits, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Final Approval Order and Judgment, unless that Settlement Class Member submits a valid and timely Request for Exclusion.

4.2 Claim Review: The Settlement Administrator will, in its sole discretion, determine the validity and timeliness of Settlement Claims. The Settlement Administrator may reject a Settlement Claim in part or in whole if it:

- i. determines that the Settlement Claim is invalid for failure to contain the requisite attestation for a Settlement Benefit;
- ii. determines that the Settlement Claim was or was likely not submitted in a timely fashion;
- iii. determines that the Settlement Claim was not submitted by a Settlement Class Member;
- iv. cannot determine that the Settlement Claim was submitted by a Settlement Class Member; or
- v. for any other reason consistent with this Settlement Agreement.

The Settlement Administrator may, in its sole discretion, request that a Settlement Class Member provide supplemental information in support of a Settlement Claim, if the initial Settlement Claim is insufficient. To the extent that a Settlement Class Member fails to provide requested supplemental information within the requested time-period, the Settlement Administrator may determine that the Settlement Class Member failed to submit a Valid Claim and therefore reject that Settlement Claim.

- 4.3 Credit Monitoring Instructions:** Within thirty (30) days of the Effective Date, the Settlement Administrator shall make best efforts to provide Settlement Class Members who submitted a Valid Claim for Credit Monitoring benefits with enrollment instructions for Credit Monitoring.
- 4.4 Settlement Payment Disbursements:** For each Settlement Class Member from which the Settlement Administrator receives a Valid Claim for Time Spent Reimbursement, the Settlement Administrator shall disburse any monies due to that Settlement Class Member (each, a “Settlement Payment”) within fourteen (14) days after receipt of the funds from Arrowhead.
- 4.5 Settlement Payment Expiration:** All Settlement Payments issued to Settlement Class Members via check will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance (the “Check Void Date”). If a Settlement Class Member does not cash the check within ninety (90) days, the Settlement Class Member shall receive no further Settlement Payment, including payment from the null and void check.
- 4.6 Claims Administration Reporting:** The Settlement Administrator shall provide Settlement Class Counsel and Arrowhead’s Counsel with reports as to both claims and distribution. Settlement Class Counsel and Arrowhead’s Counsel shall have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.
- 4.7 Liability Limitation for Distribution:** No Person shall have any claim against the Settlement Administrator, Arrowhead, Arrowhead’s Counsel, Plaintiffs, or

Settlement Class Counsel based on distributions of benefits to Settlement Class Members.

V. REQUESTS FOR EXCLUSION

5.1 Method of Exclusion: Each Settlement Class Member wishing to exclude himself or herself from the Settlement Class shall individually sign and timely submit a written Request for Exclusion to the designated Post Office box established by the Settlement Administrator. The Request for Exclusion must clearly manifest the Settlement Class Member's intent to exclude himself or herself from the Settlement Class. To be effective, the Request for Exclusion must be postmarked no later than sixty (60) days after the Notice Commencement Date.

5.2 Effect of Exclusion: All Settlement Class Members who submit valid and timely Requests for Exclusion, as set forth in paragraph 5.1, shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Settlement Class Members who do not submit a valid and timely Request for Exclusion in the manner set forth in Paragraph 5.1 shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

VI. OBJECTIONS TO THE SETTLEMENT

6.1 Method of Objection: Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state:

- i. the objector's full name and address;
- ii. the case name and docket number— *In re Arrowhead Regional Computing Consortium Data Breach Litigation*, 69DU-CV-25-184;

- iii. 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;
- iv. the identity of any and all counsel representing the objector in connection with the objection;
- v. a statement of whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and
- vi. 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.

6.2 Timeliness of Objection: To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than sixty (60) days from the Notice Commencement Date, to the Settlement Administrator at the designated Post Office box. The objector or his or her counsel may also file objections with the Court, with service on Settlement Class Counsel (William B. Federman, Federman & Sherwood, 10205 N. Pennsylvania Ave., Oklahoma City, OK 73120; Bryan L. Bleichner and Philip J. Krzeski, Chestnut Cambronne PA, 100 Washington Ave. S., Ste. 1700, Minneapolis, MN 55401; and Nathan D. Prosser, Hellmuth & Johnson PLLC, 8050 West 78th St., Edina, MN 55439) and Arrowhead's Counsel (Anthony Gabor, Messerli & Kramer P.A., 12725 43rd Street NE, Suite 201 Saint Michael, MN 55376, and Georgia Bennett, Baker & Hostetler LLP, 1170 Peachtree Street, Suite 2400, Atlanta, GA 30309-7676). The Settlement Administrator shall have the responsibility to provide all objections to the Court, Settlement Class Counsel, and Arrowhead's Counsel no later than seventy-five (75) days after the Notice Commencement Date.

- 6.3 Failure to Object:** The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraphs 6.1 and 6.2. Settlement Class Members who fail to comply with the requirements for objecting in Paragraphs 6.1 and 6.2 shall waive and forfeit all rights they 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.
- 6.4 Right to Appeal:** Without limiting the foregoing, any challenge to the Settlement Agreement or the Final Approval Order and Judgment shall be pursuant to appeal under the Minnesota Rules of Civil Appellate Procedure and not through a collateral attack.

VII. RELEASE

- 7.1 Effect of Release:** Upon the Effective Date, Plaintiffs, all Settlement Class Members absent any who have validly and timely submitted a Request for Exclusion, and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, insurers, re-insurers, successors, attorneys, and assigns shall be deemed to have, by operation of the Final Approval Order and Judgment, fully, finally, and forever released, relinquished, and discharged all Released Claims with prejudice. The Released Claims shall be barred by the principles of res judicata, collateral estoppel, and claim and issue preclusion. The Release shall constitute, and may be plead as, a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Claims.

7.2 Generally Released Claims: The Released Claims include all claims, causes of actions, rights to indemnification, or rights to any other relief of any type, they may have against the Released Persons, whether a Released Claim or otherwise (the “Generally Released Claims”), that could have been raised in the Litigation, including any that Plaintiffs, Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, insurers, re-insurers, successors, attorneys, and assigns do not know to exist or suspect to exist but which, if known by him, her, or it, might affect his, her, or its agreement to release Arrowhead and all other Related Entities or might affect his, her, or its decision to agree to, object to, or not object to the settlement. Plaintiffs stipulate and agree that, in connection with their release of the Generally Released Claims, they intend to waive, and expressly shall have waived, the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

Plaintiffs may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to Generally Released Claims, but Plaintiffs expressly shall have, upon the Effective Date, fully,

finally, and forever settled and released any and all of the Generally Released Claims. The Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

7.3 Limitations on Recourse: On the Effective Date, Plaintiffs, all Settlement Class Members absent any who have validly and timely submitted a Request for Exclusion, and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, insurers, re-insurers, successors, attorneys, and assigns shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim or proceeding, regardless of forum, may be pursued against Released Persons with respect to the Released Claims.

7.4 Injunction from Prosecuting: On entry of the Final Approval Order and Judgment, Plaintiffs, all Settlement Class Members absent any who have validly and timely submitted a Request for Exclusion, and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, insurers, re-insurers, successors, attorneys, and assigns shall be enjoined from prosecuting against the Released Persons in any proceeding or forum:

- i. the Released Claims; and
- ii. any claims based on any actions taken by any Released Persons authorized or required by this Settlement Agreement, the Court, or an appellate court as part of this Settlement.

7.5 Inclusion of Fees: Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Settlement Class Counsel or any other counsel

representing Plaintiffs or the Settlement Class, or any of them, in connection with or related in any manner to the Litigation, the settlement, the administration of such settlement and/or the Released Claims, and the Service Awards.

VIII. ATTORNEYS' FEE AWARD AND COSTS & SERVICE AWARDS

8.1 Attorneys' Fee Award and Costs: Plaintiffs and Settlement Class Counsel will move the Court for combined attorneys' fees, costs, and litigation expenses up to three hundred fifteen thousand dollars (\$315,000.00). Arrowhead will pay the Attorneys' Fee Award and Costs, if any, as approved by the Court. Arrowhead will in no circumstance be obligated to pay any additional amount or amount beyond \$315,000.00 in Attorneys' Fee Award and Costs.

8.2 Service Awards: Arrowhead will pay a service award of one thousand five hundred dollars (\$1,500.00) to each of the Plaintiffs (in the aggregate \$6,000.00).

8.3 Court Review: The amount(s) of any Fee Award and Costs and Service Awards are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. The Parties did not discuss or agree upon payment of Attorneys' Fee Award and Costs and Service Awards until after they agreed on all material terms of relief to the Settlement Class.

IX. SETTLEMENT APPROVAL PROCESS

9.1 Motion for Preliminary Approval: As soon as practicable after the execution of the Settlement Agreement, Settlement Class Counsel and Arrowhead's Counsel shall jointly submit this Settlement Agreement to the Court, and Settlement Class

Counsel will file a motion for preliminary approval of the Settlement with the Court requesting entry of the Preliminary Approval Order set out in **Exhibit C**.

9.2 Fee Petition: Settlement Class Counsel will file a fee petition at least fourteen (14) days before the Objection and Opt Out Dates. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Fee Award and Costs and/or Service Awards ordered by the Court to Settlement Class Counsel or Plaintiffs shall (1) affect whether the Judgment is Final or (2) constitute grounds for cancellation or termination of this Settlement Agreement.

9.3 Final Approval Hearing: The Parties will recommend that the Court shall request that after Notice is completed and the Claims Deadline has passed, the Court hold the Final Approval Hearing and grant final approval of the settlement set forth herein.

9.4 Final Approval Order and Judgment: The Parties shall move the Court no later than fourteen (14) Days before the Final Approval Hearing to enter a Final Approval Order and Judgment which:

- i. finds that the Notice Program fully and accurately informed all Settlement Class Members entitled to notice of the material elements of the settlement, constitutes the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice, and complies fully with the laws of Minnesota, the United States Constitution, and any other applicable law;
- ii. finds that after proper notice to the Settlement Class, and after sufficient opportunity to object, no timely objections to this Settlement Agreement have been made, or all timely objections have been considered and denied;
- iii. approves of the settlement, as set forth in the Settlement Agreement, as fair, reasonable, adequate, and in the best interests of the Settlement Class, in all respects, finding that the settlement is in good faith, and ordering the Parties

to perform the settlement in accordance with the terms of this Settlement Agreement;

- iv. finds that neither the Final Approval Order and Judgment nor the Settlement Agreement shall constitute an admission of liability by any of the Parties, or any liability or wrongdoing whatsoever by any Party;
- v. finds that Plaintiffs shall, as of the entry of the Final Approval Order and Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Released Claims;
- vi. finds that all Settlement Class Members, absent any Settlement Class Members who submitted a valid and timely Request for Exclusion, and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, insurers, re-insurers, successors, attorneys, and assigns, shall, as of the entry of the Final Approval Order and Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Released Claims;
- vii. finds that the Released Claims shall be barred by the principles of res judicata, collateral estoppel, and claim and issue preclusion in any jurisdiction and in any forum, and that the Release acts as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Claims.
- viii. reserves exclusive and continuing jurisdiction over the Litigation and the Parties for the purposes of, among other things, (i) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, and the Final Approval Order and Judgment; and (ii) supervising the administration and distribution of the relief to the Settlement Class and resolving any disputes that may arise with regard to the foregoing; and
- ix. dismisses the Litigation with prejudice, subject to the reservation of jurisdiction discussed in subparagraph viii, if and when the Settlement becomes final, with the Parties to bear their own costs and attorneys' costs, expenses, and fees not otherwise awarded in accordance with this Settlement Agreement.

X. SETTLEMENT CONDITIONS

10.1 Effective Date: The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- i. the Court has entered the Preliminary Approval Order and Final Approval Order and Judgment; and
- ii. the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Final Approval Order and Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any Fee Award and Costs or Service Awards made in this case shall not affect whether the Effective Date has occurred.

10.2 Effective Date Non-Occurrence: If all conditions specified in Paragraph 10.1 are not satisfied, the Settlement Agreement shall be canceled and terminated subject to Paragraph 10.4 unless Settlement Class Counsel and Arrowhead's Counsel mutually agree in writing to proceed with the Settlement Agreement.

10.3 Right to Terminate: Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Settlement Class Counsel and to Arrowhead's Counsel a complete list of all timely and valid Requests for Exclusion (the "Opt-Out List"). Arrowhead shall retain the right, but not the obligation, to terminate this Settlement Agreement if one-hundred (100) or more members of the Settlement Class object and/or exclude themselves from the Settlement.

10.4 Effect of Termination: In the event that the Settlement Agreement or the releases set forth in Section 7 are not approved by the Court, or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms:

- 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;
- 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 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

- iii. Arrowhead shall pay amounts already billed or incurred for costs of Notice to the Settlement Class and Settlement Administration and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

XI. SETTLEMENT FUNDING

11.1. Costs of Settlement Administration Funding: Arrowhead shall pay, or cause to be paid, the Costs of Settlement Administration as follows:

- i. *Payment of Notice Costs:* Within thirty (30) days after entry of the Preliminary Approval Order, Arrowhead shall pay, or cause to be paid, the funds necessary to pay for the printing costs and costs of mailing Notice to the Settlement Administrator. The Settlement Administrator must submit an invoice, payment instructions, and W-9 to Arrowhead within five (5) days after entry of the Preliminary Approval Order to recover reasonable costs associated with printing and mailing Notice. If Arrowhead does not receive this information within five (5) days after entry of the Preliminary Approval Order, the payments specified by this paragraph shall be made within thirty (30) days after Arrowhead receives this information.
- ii. *Payment of Remaining Costs of Settlement Administration:* Within thirty (30) days after entry of the Effective Date, Arrowhead shall pay, or cause to be paid, the remaining Costs of Settlement Administration to the Settlement Administrator. The Settlement Administrator must submit an invoice, payment instructions, and W-9 to Arrowhead within five (5) days after the Effective Date. If Arrowhead does not receive this information within five (5) days after the Effective Date, the payments specified by this paragraph shall be made within thirty (30) days after Arrowhead receives this information.

11.2. Attorneys' Fee Award and Costs & Service Award Funding: Arrowhead shall pay, or cause to be paid, the Attorneys' Fee Award and Costs and Service Award approved by the Court to the Settlement Administrator within thirty (30) days after the Effective Date. The Settlement Administrator shall then cause the Attorneys' Fee Award and Costs and Service Award to be paid to an account established by

Settlement Class Counsel and disclosed to the Settlement Administrator within five (5) days after the Effective Date.

- 11.3. Settlement Benefits Funding:** Arrowhead shall pay, or cause to be paid, funds sufficient to cover the Settlement Payments to the Settlement Administrator within thirty (30) days after the Effective Date, or within thirty (30) days after the Settlement Administrator completes its claims review described in paragraph 4.1, whichever occurs later. The timing set forth in this provision is contingent upon the receipt of an invoice, payment instructions, and W-9 from the Settlement Administrator within five (5) days of the Effective Date.

XII. MISCELLANEOUS PROVISIONS

- 12.1. Best Efforts:** The Parties (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement. Settlement Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.
- 12.2. Good Faith:** The Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement

compromises claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the Settlement Agreement was negotiated in good faith by the Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis and agree that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

12.3. No Admission of Liability: Neither the Settlement Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement, (i) is or may be deemed to be, or may be used as, an admission, or evidence, of the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be, or may be used as, an admission, or evidence, of any fault or omission of any of the Released Persons in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

12.4. Conditional Nature of Settlement Class Certification: The Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the

Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all their rights are specifically preserved.

- 12.5. Amendment or Modification:** The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.
- 12.6. Rule 23.05(b) Disclosure:** Pursuant to Minn. R. Civ. P. 23.05(b), the Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.
- 12.7. Superseding Agreement:** This Agreement contains the entire understanding between Arrowhead and Plaintiffs regarding the settlement of this Litigation and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Arrowhead and Plaintiffs in connection with the settlement of this Litigation. Except as otherwise provided herein, each party shall bear its own costs.

12.8. Authority: Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

12.9. Inter-Party Notice: Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to another, notice shall be provided by email and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

If to Plaintiffs or Settlement Class Counsel:	If to Arrowhead or Arrowhead's Counsel:
William B. Federman	Georgia Bennett
Federman & Sherwood	Baker & Hostetler LLP
10205 N. Pennsylvania Ave	1170 Peachtree Street, Suite 2400
Oklahoma City, OK 73120	Atlanta, GA 30309-7676
Phone: (405) 235-1560	Phone: (404) 946-9841
wbf@federmanlaw.com	gbennett@bakerlaw.com

12.10. Counterparts: The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

12.11. Successors and Assigns: The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

12.12. Retention and Jurisdiction: The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

12.13. Confidentiality: All agreements made and orders entered during the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have hereby executed the Settlement Agreement.

Dated: April 14, 2026

/s/ 

William B. Federman
Federman & Sherwood
10205 N. Pennsylvania Ave.
Oklahoma City, OK 73120
Telephone: (405) 235-1560
wbf@federmanlaw.com

Bryan L. Bleichner
Philip J. Krzeski
Chestnut Cambronne PA
100 Washington Ave. S., Ste. 1700
Minneapolis, MN
Phone: (612) 339-7300
bleichner@chestnutcambronne.com
pkrzeski@chestnutcambronne.com

Nathan D. Prosser (MN #0329745)
HELLMUTH & JOHNSON PLLC
8050 West 78th Street
Edina, MN 55439
(952) 746-2124
nprosser@hjlawfirm.com

Settlement Class Counsel

Dated: February __, 2026

/s/

Anthony Gabor (MN # 032579)
Messerli Kramer P.A.
12725 43rd Street NE, Suite 201
St. Michael, MN 55376
Telephone: (763) 497-3099
agabor@messerlikramer.com

Georgia Bennett
Baker & Hostetler LLP
1170 Peachtree Suite, Suite 2400
Atlanta, GA 30309-7676
Telephone: (404) 946-9841
gbennett@bakerlaw.com

*Counsel for defendant Arrowhead Regional
Computing Consortium*

12.13. Confidentiality: All agreements made and orders entered during the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have hereby executed the Settlement Agreement.

Dated: April __, 2026

/s/

William B. Federman
Federman & Sherwood
10205 N. Pennsylvania Ave.
Oklahoma City, OK 73120
Telephone: (405) 235-1560
wbf@federmanlaw.com

Bryan L. Bleichner
Philip J. Krzeski
Chestnut Cambronne PA
100 Washington Ave. S., Ste. 1700
Minneapolis, MN
Phone: (612) 339-7300
bleichner@chestnutcambronne.com
pkrzeski@chestnutcambronne.com

Nathan D. Prosser (MN #0329745)
HELLMUTH & JOHNSON PLLC
8050 West 78th Street
Edina, MN 55439
(952) 746-2124
nprosser@hjlawfirm.com

Settlement Class Counsel

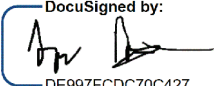
Dated: April 15, 2026

/s/

Anthony Gabor (MN # 032579)
Messerli Kramer P.A.
12725 43rd Street NE, Suite 201
St. Michael, MN 55376
Telephone: (763) 497-3099
agabor@messerlikramer.com

David Carney
Baker & Hostetler LLP
127 Public Square, Suite 2000
Cleveland, Ohio 44114
Telephone: (216) 861.7634
dcarney@bakerlaw.com

*Counsel for defendant Arrowhead Regional
Computing Consortium*

DocuSigned by:

DE997FCDC70C427...
/s/ _____
Jeremie Benoit

Plaintiff

/s/ _____
Donald Clauson

Plaintiff

/s/ _____
Matthew Horsch

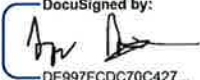
Plaintiff

/s/ _____
Klowie Fields

Plaintiff

/s/ _____
Ryan O'Connell

Plaintiff

DocuSigned by:

DE997FCDC70C427...

/s/
Jeremie Benoit

Plaintiff

/s/
Donald Clauson

Plaintiff

/s/

Matthew Bryce Horsch (Apr 20, 2025 12:11:04 CDT)

Matthew Horsch

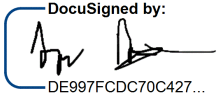
Plaintiff

/s/
Klowie Fields

Plaintiff

/s/
Ryan O'Connell

Plaintiff


/s/ _____
Jeremie Benoit

Plaintiff

/s/ _____
Donald Clauson

Plaintiff

/s/ _____
Matthew Horsch

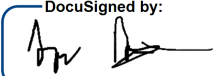
Plaintiff

Klowie Fields
/s/ _____
Klowie Fields

Plaintiff

/s/ _____
Ryan O'Connell

Plaintiff

DocuSigned by:

DE997FCDC70C427...

/s/

Jeremie Benoit

Plaintiff

/s/

Donald Clauson

Plaintiff

/s/

Matthew Horsch

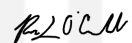
Plaintiff

/s/

Klowie Fields

Plaintiff

/s/


Ryan O'Connell

Plaintiff

EXHIBIT A



MINNESOTA
JUDICIAL
BRANCH

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



ARRW

«3of9 barcode»

«BARCODE»

Postal Service: Please do not mark barcode

ARRW: ClaimID: «Claim Number»

PIN: «PIN»

«FIRST1» «LAST1»

«ADDRESS LINE 2»

«ADDRESS LINE 1»

«CITY», «STATE»«PROVINCE» «POSTALCODE» «COUNTRY»

VISIT THE SETTLEMENT WEBSITE BY
SCANNING THE PROVIDED QR CODE

*IN RE ARROWHEAD REGIONAL COMPUTING
CONSORTIUM DATA BREACH LITIGATION*

MINNESOTA DISTRICT COURT- SIXTH
JUDICIAL DISTRICT (ST. LOUIS COUNTY)

Civil No. 69DU-CV-24-184

**Must Be Postmarked
No Later Than**

XXXX

Claim Form

Class Member ID

First Name

M.I.

Last Name

Primary Address

City

State

ZIP Code

Email Address

Area Code

Telephone Number (Home)

Area Code

Telephone Number (Work)

CLASS SETTLEMENT BENEFITS

A. Two (2) years of 3-bureau credit monitoring; and

B. Hours spent addressing the Arrowhead Data Incident (\$20.00 per hour – up to 4 hours total)(fill in one):

☐ **1 hour**

☐ **2 hour**

☐ **3 hour**

☐ **4 hour**

Description of time related to the Arrowhead Data Incident:

To receive the settlement benefits of credit monitoring and possible reimbursement payment of time spend addressing the Data Incident, your completed Claim Form must be submitted by **DATE, 2026** via U.S. mail or electronically through the Settlement Administrator's website:

WWW.ARROWHEADDATASECURITSETTLEMENT.COM

By signing below, you affirm and attest under penalty of perjury the accuracy and truthfulness of the time spent addressing the Data Incident and description of how the time was related to the Data Incident.

Signature: _____

Dated (mm/dd/yyyy): _____

Print Name: _____



FOR CLAIMS PROCESSING ONLY	OB ☐	CB ☐	☐ DOC ☐ LC ☐ REV	☐ RED ☐ A ☐ B
----------------------------------	-----------------------------	-----------------------------	--	---

EXHIBIT B



MINNESOTA
JUDICIAL
BRANCH

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 in 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 a valid and timely claims are eligible to receive two (2) years of 3-bureau credit monitoring, as well as reimbursement for time spend 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.

QUESTIONS? VISIT WWW.ARROWHEADDATASECURITYSETTLEMENT.COM OR CALL [PHONE NUMBER].

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 [DATE] .
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 from the Settlement is [DATE] .
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 [DATE] .
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 [DATE] at [TIME] .
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”).

QUESTIONS? VISIT WWW.ARROWHEADDATASECURITYSETTLEMENT.COM OR CALL **[PHONE NUMBER]**.

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 who 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 the 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

QUESTIONS? VISIT WWW.ARROWHEADDATASECURITSETTLEMENT.COM OR CALL [PHONE NUMBER].

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 [phone number] 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 \$80.000 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 [DATE].

You can contact the Settlement Administrator to request a paper claim form by telephone ([phone number]), 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).

QUESTIONS? VISIT WWW.ARROWHEADDATASECURITYSETTLEMENT.COM OR CALL [PHONE NUMBER].

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 **[DATE]** at **[TIME]** a.m./p.m. 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 spend 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 PC; and William B. Federman at Federman and Sherwood.

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.

10. 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. 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 for each named Class Representative (not to exceed \$6,000 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

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

QUESTIONS? VISIT WWW.ARROWHEADDATASECURITYSETTLEMENT.COM OR CALL **[PHONE NUMBER]**.

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.

12. What happens if I do nothing at all?

QUESTIONS? VISIT WWW.ARROWHEADDATASECURITSETTLEMENT.COM OR CALL [PHONE NUMBER].

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.

13. 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.

14. How do I ask to be excluded?

To exclude yourself, you must send a written "Request for Exclusion" to the Notice Administrator by mail so that it is postmarked no later than [DATE]. 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 Settlement
c/o Settlement Administrator
PO 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.

15. 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.

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

QUESTIONS? VISIT WWW.ARROWHEADDATASECURITYSETTLEMENT.COM OR CALL [PHONE NUMBER].

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

17. 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, **[DATE]**:

Class Counsel
Nathan D. Prosser Hellmuth & Johnson PLLC 8050 W 78th St Minneapolis, MN 55439 Bryan L. Bleichner Chestnut Cambronne PC 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

QUESTIONS? VISIT WWW.ARROWHEADDATASECURITYSETTLEMENT.COM OR CALL **[PHONE NUMBER]**.

- 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.

18. 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 FAIRNESS HEARING

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

The Court will hold the Fairness Hearing on **[DATE]** at **[TIME]** in Courtroom **XX** of 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 Fairness 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 Fairness 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 Fairness 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.

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

QUESTIONS? VISIT WWW.ARROWHEADDATASECURITYSETTLEMENT.COM OR CALL **[PHONE NUMBER]**.

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.

21. May I speak at the Fairness Hearing?

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

GETTING MORE INFORMATION

22. 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.ArrowheadDataSecuritySettlement.com, BY CALLING TOLL-FREE AT (877)-719-0555 OR WRITING TO:

Arrowhead Data Security Settlement Incident Class Action
c/o Settlement Administrator
PO 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.

QUESTIONS? VISIT WWW.ARROWHEADDATASECURITYSETTLEMENT.COM OR CALL [PHONE NUMBER].

EXHIBIT C



MINNESOTA
JUDICIAL
BRANCH

STATE OF MINNESOTA
COUNTY OF ST. LOUIS

DISTRICT COURT
SIXTH JUDICIAL DISTRICT
Case Type: Civil/Class Action

In re Arrowhead Regional Computing
Consortium Data Breach Litigation

Court File No.: 69DU-CV-24-184
Judge Nicole L. Hopps

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
NOTICE PLAN**

This matter came before the Court on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Notice Plan ("Motion"). The Court has reviewed the Motion and the Class Action Settlement Agreement and Release ("Agreement")¹ entered into by Plaintiffs and Defendant Arrowhead Regional Computing Consortium ("Defendant" or "ARCC"), and it finds that the Motion should be **GRANTED**.

1. The Court does hereby preliminarily and conditionally approve, for settlement purposes, the following Class:

All individuals in the United States who received notice of the Data Incident from Arrowhead.

¹ Unless otherwise stated, all capitalized terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

The Class specifically excludes: (a) Arrowhead and its respective officers and directors; (b) all members of the Settlement Class who timely and validly submit a Request for Exclusion in conformity with the Settlement Agreement; (c) all judges assigned to hear any aspect of this litigation, including their staff and immediate family members; and (d) Proposed Settlement Class Counsel. It also explicitly excludes any individual who submitted a request for exclusion within the opt-out deadline.

2. The Court finds that the proposed Settlement Class meets the prerequisites of Minn. R. Civ. P. 23.01 and 23.02. After considering the factors of Minn. R. Civ. P. 23.01 and 23.02, the Court finds:

- a. the Class is ascertainable and satisfies numerosity;
 - b. there are common questions of law and fact, including whether Defendant's Data Incident potentially compromised Plaintiffs' and Class Members' Private Information, satisfying commonality;
 - c. the proposed Class Representatives' claims are typical, in that they are members of the Class and allege that they received notice from Defendant that their Private Information was potentially compromised in Defendant's Data Incident, thereby alleging they have been damaged by the same conduct as other Class Members;
 - d. the proposed Class Representatives and Class Counsel will fully, fairly, and adequately protect the interests of the Class;
 - e. questions of law and fact common to members of the Class predominate over questions affecting only individual members for settlement purposes;
- and

f. a nationwide class for settlement purposes is superior to other available methods for the fair and efficient adjudication of this controversy.

3. The Court appoints Jeremie Benoit, Matthew Horsch, Klowie Fields and Ryan O'Connell (collectively, "Plaintiffs") as the Class Representatives for the Settlement Class.

4. The Court finds that the proposed Class Counsel has the experience and qualifications necessary to represent the Settlement Class and appoints Nathan D. Prosser of Hellmuth & Johnson PLLC; Bryan L. Bleichner of Chestnut Cambronne PA; and William B. Federman of Federman & Sherwood as Class Counsel for the Settlement Class.

5. The Court appoints Verita Global LLC as Settlement Administrator for the Settlement Class and directs that it undertakes its obligations as set forth in the Settlement Agreement.

6. The Court does hereby preliminarily approve the Settlement, including the notices and releases contained therein as being fair, reasonable, and adequate as to the Class Members, subject to further consideration at the Fairness Hearing described below.

7. A Final Approval Hearing shall be held before the Court on _____, 2026 at _____ a.m. / p.m. to consider the entry of the Final Approval Order and Judgement approving the Settlement as well as to consider Plaintiffs' Motion for Attorneys' Fees and Expenses, and Service Awards. The hearing will be held through remote technology (Zoom). Contact information for the Zoom session is:

Judge Nicole L. Hopp

Website or App:	Telephone Call-in:
www.zoomgov.com	_____ (Toll Free)
Meeting ID: _____	

Meeting Passcode: _____

The final approval hearing will be held for the following purposes:

- a. To determine whether the proposed Settlement on the terms and conditions provided for by the Agreement is fair, reasonable, and adequate to the Class and should be approved by the Court;
- b. To determine whether a Final Approval Order, as defined in the Agreement, should be entered;
- c. To determine whether the claims process under the Settlement is fair and reasonable, and it should be approved by the Court;
- d. To determine whether Plaintiffs' application for Attorneys' Fees and Expenses, and requested Service Awards for the Class Representatives, should be approved; and
- e. To rule upon such other matters as the Court may deem appropriate.

8. The Court approves, as to the form and content, the Short Form Settlement Notice, Long Form Notice, and Claim Form, in their substantial form as the exhibits represent attached to the Settlement Agreement and finds that the mailing, distribution, and publishing of the various notices in the form and manner set forth in the Settlement Agreement meets the requirements of Minn. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled to notice. If parties agree, non-substantive edits to the proposed form of notices and claim form may be made to conform to the parties' intended notice plan.

9. The Settlement notes that Defendant will directly provide payment of notice costs and administration costs, which will pay for Notice and Administrative Expenses. Defendant shall pay, or cause to be paid, all funds necessary to pay for the printing and mailing of Notice within thirty (30) days after entry of this Order. Defendant shall pay, or cause to be paid, the remaining

Costs of Settlement Administration to the Settlement Administrator within thirty (30) days after entry of the Effective Date.

10. The following Settlement benefits will be paid by Defendant, or cause to be paid to Class Members who submit valid and timely Claim Form:

- a. two (2) years of 3-bureau Credit Monitoring;
- b. a Cash Payment of up to \$80.00 per person for reimbursement of time spent addressing the Data Incident; and
- c. remedial data security procedures and business practice changes.

11. The Settlement Administrator shall process claims according to the Settlement Timeline that is attached to this Order.

12. The Claim Form submitted by each Class Member must be properly completed, signed, and submitted in a timely manner in accordance with the provisions of the Settlement Agreement.

13. As part of the Claim Form, each Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted and shall (subject to effectuation of the Settlement) release all Released Claims as provided in the Agreement.

14. All Class Members shall be bound by all determinations and judgments in the class action concerning the Settlement, including, but not limited to, the releases provided for in the Agreement, whether favorable or unfavorable, except those who timely and validly requested exclusion from the Class and have not opted back in. The persons who timely and validly requested exclusion from the Class will be excluded from the Class and shall not have rights under the Agreement, shall not be entitled to submit any Claim Forms, and shall not be bound by the Agreement or the Final Approval Order as to the Defendant in the Class Action.

15. Pending final determination of whether the Agreement should be approved, Class Counsel, Plaintiffs, and Class Members are barred and enjoined from commencing or prosecuting any action asserting any Released Claims against Defendant.

16. Any Class Member may enter an appearance, individually or, at their own expense, through counsel of their choice, in which case counsel must file with the Clerk of Court and deliver to Class Counsel and counsel for Defendant a notice of such appearance no later than 60 days after the Notice Date. If they do not enter an appearance, they will be represented by Class Counsel.

17. All papers in support of the Settlement, and Class Counsel's Fee Application and request for expenses and Service Awards, shall be filed at least fourteen (14) days before the Objection and Opt-Out Date.

18. Any Class Member may appear and show cause, if that Class Member has any reason why the proposed Settlement should not be approved as fair, reasonable, and adequate, or why Class Counsel's application for an award of attorneys' fees and for reimbursement of expenses should not be granted; provided, however, that no person shall be heard or entitled to contest such matters unless that person has delivered by hand or sent by first class mail sufficient written objections and copies of all papers and briefs any such person wishes to submit in support of any such objection delivered or post-marked no later than sixty (60) days following the Notice Date to the following:

St. Louis County – Duluth Courthouse
100 N. Fifth Avenue W.
Duluth, MN 55802

19. Any written objection shall include: (i) the objector's full name and address; (ii) the case name and docket number, *In re Arrowhead Regional Computing Consortium Data Breach Litigation*, No. 69DU-CV-24-184; (iii) information identifying the objector as a Class Member,

including proof that the objector is a member of the Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes they are a Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or their counsel will appear at the Final Fairness Hearing; and (vii) the objector's signature.

20. Any person who does not make an objection in the manner provided in this Order shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as set forth in the Agreement, unless otherwise ordered by the Court. Any papers in response to any such objections or in further support of the above-named motions shall be filed no later than seven (7) days before the Final Approval Hearing.

21. This Order, the Agreement, and the Settlement, and any of their terms, and all negotiations, discussions, and proceedings in connection with this Order, the Agreement, and the Settlement, shall not constitute evidence, or an admission by Defendant that any acts of wrongdoing have been committed and shall not be deemed to create any inference that there is any liability on the part of Defendant. This Order, the Agreement, and the Settlement, and any of their terms, and all negotiations, discussions and proceedings in connection with this Order, the Agreement, and the Settlement shall not be offered or received in evidence or used for any purpose in this or any other proceeding in any court, administrative agency, arbitration tribunal, or other forum of any kind of character in the United States or any other country except as necessary to enforce the terms of this Order or the Settlement.

22. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Plaintiffs and Defendant, if appropriate, without further notice to the Class.

IT IS ORDERED:

Date: _____

Honorable Nicole L. Hopps
St. Louis County District Court Judge

MINNESOTA
JUDICIAL
BRANCH

SETTLEMENT TIMELINE

<u>Order Granting Preliminary Approval</u>	
Defendant provides list of Class Members to the Settlement Administrator	+7 days
Defendant makes initial payment to the Claims Administrator for Notice Purposes	+30 days
Settlement Website Active	+30 days
Notice Commencement Date	+30 days
Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Costs and Expenses, and Class Representative Service Awards	+76 days
Objection & Opt-Out Date	+90 days
Settlement Administrator Provide List of Objections/Opt-Outs to the Parties' counsel	+100 days
Claims Deadline	+120 days
<u>Final Approval Hearing</u>	+120 (at minimum) from Order Granting Preliminary Approval
Motion for Final Approval	-14 days

MINNESOTA
JUDICIAL
BRANCH

EXHIBIT D



MINNESOTA
JUDICIAL
BRANCH

**NOTICE OF CLASS
ACTION SETTLEMENT**

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

You may be entitled to submit
a claim for credit monitoring and
monetary cash reimbursement
compensation under a class
action settlement.

www.ArrowheadDataSecuritySettlement.com

«3of9 barcode»

«BARCODE»

Postal Service: Please do not mark barcode

ARRW: ClaimID: «Claim Number»

PIN: «PIN»

«FIRST1» «LAST1»

«ADDRESS LINE 2»

«ADDRESS LINE 1»

«CITY», «STATE»«PROVINCE» «POSTALCODE»

«COUNTRY»



VISIT THE
SETTLEMENT
WEBSITE BY
SCANNING
THE PROVIDED
QR CODE

ARRW

WHO IS A CLASS MEMBER?

In the lawsuit *In re Arrowhead Regional Computing Consortium Data Breach Litigation*, No. 69DU-CV-24-184 (Minn. Dist. Ct.), you are a Class Member if you received a notice of a Data Incident from Arrowhead Regional Computing Consortium (“ARCC” or “Defendant”) in February 2023.

WHAT ARE THE SETTLEMENT BENEFITS?

Under the terms of the Settlement, Defendant has agreed to pay for two (2) years of 3-bureau credit monitoring, as well as pay a cash reimbursement of up to \$20.00 per hour for up to a maximum of four (4) hours (*i.e.*, not to exceed \$80.00 per individual), and make remedial data security business practice changes.

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To qualify for the credit monitoring and cash reimbursement settlement benefits, you must timely complete and submit an online Claim Form at **www.ArrowheadDataSecuritySettlement.com**. Your Claim Form must be submitted online or postmarked no later than **[Date], 2026**.

Opt Out. You may exclude yourself from the Settlement and retain your ability to sue the Defendant on your own by mailing a written request for exclusion to the Settlement Administrator that is postmarked no later than **[Date], 2026**. If you don’t exclude yourself, you will be bound by the Settlement and give up your right to sue regarding the released claims.

Objecting. If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than **[Date], 2026**, and provide the reasons for the objection. If you intend to file an objection, please review the full requirements for filing an objection located at **www.ArrowheadDataSecuritySettlement.com**.

Do Nothing. If you do nothing, you will not receive Settlement benefits and will lose the right to sue regarding the Data Incident related to the Data Incident.

Attend the Final Approval Hearing. The Court will hold a **Final Approval Hearing at [redacted] a.m. on [Date], 2026**, to determine if the Settlement is fair, reasonable, and adequate. All persons who timely object to the Settlement may appear at the Final Approval Hearing.

Who are the attorneys for the Plaintiffs and the proposed Class? The Court has appointed lawyers to represent you and other Class Members. Class Counsel in this case are: Nathan D. Prosser at Hellmuth & Johnson PLLC; Bryan L. Bleichner at Chestnut Cambronre PA; and William B. Federman at Federman and Sherwood.

Do I have any obligation to pay attorneys’ fees or expenses? No. Attorneys’ fees and expenses will be paid by Defendant outside any benefits to Class Members as awarded and approved by the Court. Class Counsel will request attorneys’ fees and expenses in an amount not exceeding \$315,000.00. The motion for attorneys’ fees and expenses will be posted on the Settlement Website once it is filed prior to the exclusion deadline.

How much are the Class Representative Service Awards? The Class Representatives will seek Service Awards in the amount of up to \$1,500.00 each for their efforts in this case.

Who is the Judge overseeing this Settlement? Judge Nicole L. Hopps, Minnesota District Court, St. Louis County.

Where may I locate a copy of the Settlement Agreement, learn more about the case, or learn more about submitting a Claim: **www.ArrowheadDataSecuritySettlement.com**.

THIS NOTICE IS A SUMMARY OF THE SETTLEMENT