# EXHIBIT 1

**UNITED STATES DISTRICT COURT**
**SOUTHERN DISTRICT OF NEW YORK**

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| **IN RE COLUMBIA UNIVERSITY DATA BREACH LITIGATION**<br><br>*This Document Relates To: All Member Cases* | Case No. 1:25-CV-05541-PKC<br><br>CLASS ACTION |

# CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release ("Settlement" or "Agreement")[1] is entered into by and between Plaintiffs in *In re Columbia University Data Breach Litigation*, Case No. 1:25-CV-05541-PKC (S.D.N.Y.), individually and on behalf of the Settlement Class, on the one hand, and Defendant Trustees of Columbia University in the City of New York ("Defendant" or "Columbia"), on the other hand. Plaintiffs and Columbia are referred to individually as a "Party" and collectively as the "Parties." The Parties agree to the following terms in full settlement of the Action, subject to entry of a Final Approval Order by the Court.

## I. Background

1. Columbia is an institution of higher education that, in the course of its operations, collects, maintains, transmits, and stores certain private and personally identifiable information of individuals including its employees, students, student applicants, and alumni.

2. Plaintiffs allege that, in or around May 2025, one or more unauthorized third parties accessed certain Private Information maintained by Columbia, and that Columbia discovered the Cyberattack in or around June 2025.

[1] Unless otherwise specified, all capitalized terms herein shall have the same meanings as those ascribed to them in Section II ("Definitions") below.

3. Beginning on or about August 7, 2025, Columbia provided notice of the Cyberattack to individuals whose Private Information was potentially compromised in the Cyberattack who resided in the United States at the time of the incident.

4. The Action is pending in the United States District Court for the Southern District of New York as *In re Columbia University Data Breach Litigation*, Case No. 1:25-CV-05541-PKC.

5. The Parties engaged in arm's-length settlement negotiations with the assistance of a mediator and now desire to resolve the Action entirely, without any admission of liability or wrongdoing, and subject to Court approval.

6. Columbia denies all allegations of wrongdoing, fault, liability, and damages asserted or that could have been asserted in the Action. Plaintiffs believe the claims have merit but have concluded that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of the benefits provided and the risks, delay, and expense of continued litigation.

## II. Definitions

7. "Action" means the consolidated class action litigation captioned *In re Columbia University Data Breach Litigation*, Case No. 1:25-CV-05541-PKC, pending in the United States District Court for the Southern District of New York.

8. "Alternative Cash Payment" means the pro rata cash payment described in Section V(b).

9. "CAFA Notice" means the Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the Settlement. The Settlement Administrator shall provide a declaration in support of the Motion for Final Approval attesting that the notice was properly sent out.

10. "Cash Payment" means either (a) a payment reimbursing approved Documented Monetary Losses or (b) an Alternative Cash Payment.

11. "Claim" means a request for a Settlement Benefit made by a Claimant using the Claim Form.

12. "Claims Deadline" shall be ninety (90) days after the Notice Commencement Date and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for Settlement benefits.

13. "Claim Form" means the proof of claim, substantially in the form attached hereto as **Exhibit A**, which may be modified, subject to the Parties' approval, without further Court approval in order to meet the requirements of the Settlement Administrator.

14. "Claimant" means a Settlement Class Member who submits a Claim Form and has not opted out.

15. "Class Counsel" means William B. Federman of Federman & Sherwood, Ashley M. Crooks of Hausfeld LLP, Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP and Charles E. Schaffer of Levin Sedran & Berman, LLC.

16. "Class List" means the list of Settlement Class Members that Columbia will provide to the Settlement Administrator, including, to the extent such information is in Columbia's possession, full names, current addresses, email addresses, and last known phone numbers. Columbia has estimated that there are 2,973,631 Settlement Class Members.

17. "Class Representatives" and "Plaintiffs" mean Khamari Babb, Raymond Chao, Steven Daley, Randall Erwin, David Guirgis, Alex Hall, Shakeem Holmes, Rema Khacho, Lauren Kramer, Luke Linich, Nadav Margalit, John McQueen, Liam Murray, Gabriela Nadeau, Joseph Quintero, Carrick Reider, Andrew Rudick, and Mary Thomas.

18. "Complaint" means the First Amended Consolidated Class Action Complaint filed in the Action on April 10, 2026 (Dkt. No. 50).

19. "Court" means the United States District Court for the Southern District of New York and the Judge assigned to the Action, the Honorable P. Kevin Castel.

20. "Credit Monitoring Services" means up to two years of three bureau credit monitoring Settlement Class Members may elect under Section V herein.

21. "Cyberattack" means the incident that occurred in or around May 2025 that was discovered by Columbia in or around June 2025, in which one or more unauthorized third parties accessed Settlement Class Members' Private Information.

22. "Defendant" or "Columbia" means Defendant Trustees of Columbia University in the City of New York.

23. "Defendant's Counsel" means James J. Pastore, Jr., Erez Liebermann, and James Schaefer of Debevoise & Plimpton LLP.

24. "Documented Monetary Losses" mean actual documented out-of-pocket costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Cyberattack. Documented Monetary Losses may include, without limitation, the following: (1) unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other misuse of a Claimant's Private Information; (2) other miscellaneous expenses incurred related to any Documented Monetary Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs that were incurred on or after May 16, 2025 (or the earliest verifiable date the Cyberattack occurred) through the date of the Claimant's submission.

25. "Effective Date" means five (5) days after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of thirty (30) days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

26. "Escrow Account" means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

27. "Final Approval" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

28. "Final Approval Hearing" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Motion for Attorneys' Fees, Litigation Expenses, and Service Awards.

29. "Final Approval Order" means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Class Counsel, and Service Awards.

30. "Long Form Notice" means the long form notice of the Settlement, substantially in the form attached hereto as **Exhibit B**, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

31. "Motion for Attorneys' Fees, Litigation Expenses, and Service Awards" means a motion to be filed not less than fourteen (14) days prior to the Opt-Out and Objection Deadlines, seeking Service Awards for Class Representatives and Class Counsel's attorneys' fees and reimbursement of reasonable litigation expenses.

32. "Motion for Final Approval" means the motion that Plaintiffs and Class Counsel shall file with the Court not later than fourteen (14) days prior to the Final Approval Hearing, seeking Final Approval of the Settlement.

33. "Motion for Preliminary Approval" means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

34. "Notice" means the Postcard Notice, Long Form Notice, Settlement Website and settlement telephone line that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

35. "Notice Commencement Date" shall mean thirty (30) days after the entry of any Preliminary Approval Order.

36. "Notice Program" means the methods provided for in this Agreement for giving Notice and consists of the Postcard Notice, Long Form Notice, Settlement Website, and settlement telephone line.

37. "Notice of Deficiency" means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

38. "Objection Deadline" means the date by which Settlement Class Members must file or postmark required copies of any written objections to the Settlement and/or the Motion for Attorneys' Fees, Litigation Expenses, and Service Awards, pursuant to the terms and conditions herein, which shall be sixty (60) days after the Notice Commencement Date.

39. "Opt-Out Deadline" means the date by which an individual who is otherwise part of the Settlement Class may submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall be sixty (60) days after the Notice Commencement Date.

40. "Party" means each of the Plaintiffs and the Defendant, and "Parties" means Plaintiffs and Defendant collectively.

41. "Postcard Notice" means the postcard notice of the Settlement, substantially in the form attached hereto as **Exhibit C**, that the Settlement Administrator shall disseminate to the Settlement Class by mail.

42. "Preliminary Approval" means the Court's entry of an order preliminarily approving the Settlement which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

43. "Preliminary Approval Order" means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as **Exhibit D**.

44. "Private Information" means information of an individual who is in the Settlement Class that was or may have been accessed by unauthorized third parties in the Cyberattack, which may include, among other things, names, addresses, Social Security numbers, driver's license numbers, financial account information (including, but not limited to, credit and debit card information, as well as bank account and routing numbers), medical information, health insurance information, dates of birth, contact details, demographic information, gender, ethnicity, citizenship status, academic history, financial aid-related information, test scores, academic grades, admission decision, expected graduation date, financial aid status, financial aid award, and tuition information.

45. "Related Actions" means the ten actions filed in the District Court of the United States for the Southern District of New York that were consolidated into the first-filed action *Quintero v. Columbia* (S.D.N.Y. 1:25-cv-05541): *Quintero v. Columbia* (S.D.N.Y. 1:25-cv-05541); *Holmes v. Columbia* (S.D.N.Y. 1:25-cv-06232); *Murray v. Columbia* (S.D.N.Y. 1:25-cv-06283); *McQueen v. Columbia* (S.D.N.Y. 1:25-cv-06622); *Hall v. Columbia* (S.D.N.Y. 1:25-cv-06664); *Daley v. Columbia* (S.D.N.Y. 1:25-cv-06665); *Sabedra v. Columbia* (S.D.N.Y. 1:25-cv-06698); *Nadeau v. Columbia* (S.D.N.Y. 1:25-cv-06720); *Babb v. Columbia* (S.D.N.Y. 1:25-cv-06745); *Linich v. Columbia* (S.D.N.Y. 1:25-cv-06928).

46. "Releases" means the releases and waiver set forth in Section XIII of this Agreement.

47. "Released Claims" means the claims described in Section XIII of this Agreement.

48. "Released Parties" means Defendant, and its present and former parents, subsidiaries, divisions, departments, worldwide affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors and/or vendors, subrogees, trustees, executors, administrators, clients, customers, data owners, associated third parties, their predecessors, their successors and their assigns, and any other person acting on Defendant's behalf in their capacity as such. It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

49. "Releasing Parties" means (i) Plaintiffs and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates,

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

50. "Request for Exclusion" means a written communication by an individual who is otherwise in the Settlement Class in which he or she timely requests to be excluded or opt-out from the Settlement Class pursuant to the terms and conditions herein.

51. "Service Awards" shall mean the payment the Court may award to Plaintiffs for serving as Class Representatives.

52. "Settlement Administrator" means Angeion Group, LLC, the third-party class action settlement administrator agreed to by the Parties subject to approval by the Court.

53. "Settlement Administration Costs" means all costs and fees incurred by the Settlement Administrator regarding Notice and settlement administration.

54. "Settlement Benefit(s)" refers to the Settlement payments and prospective relief set forth in Section V herein, and any other benefits Settlement Class Members receive pursuant to the Settlement.

55. "Settlement Class" means all individuals residing within the United States whose Private Information was potentially accessed by one or more unauthorized third parties during the Cyberattack, including all who were sent notice of the Cyberattack. Excluded from the Settlement Class are the following individuals and/or entities: Defendant and Defendant's parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; Defendant's Counsel, as well as their immediate family members; and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

56. "Settlement Class Member" means a member of the Settlement Class who has not opted out of the Settlement.

57. "Settlement Fund" means the non-reversionary cash settlement fund in the amount of $16,125,000.00 that Defendant has agreed to pay or cause to be paid under the terms of the Settlement.

58. "Settlement Website" means the website the Settlement Administrator will establish as a means for Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Motion for Attorneys' Fees, Litigation Expenses, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months after Final Approval.

59. "Valid Claim" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and

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

## III. Settlement Fund

60. Columbia agrees to make a non-reversionary payment of $16,125,000.00 and, within thirty (30) days of Preliminary Approval, shall deposit $16,125,000.00 into the Escrow Account to establish the Settlement Fund. Once the Settlement Fund is fully funded, Defendant shall not be required to pay any more money under this Settlement.

61. The Settlement Fund shall be used to pay: (1) Settlement Benefits to those Settlement Class Members who submit a Valid Claim; (2) any Service Awards awarded to Class Representatives; (3) any attorneys' fees and litigation expenses awarded to Class Counsel; and (4) all Settlement Administration Costs, including the cost of CAFA Notice.

62. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-l at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs,

and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

## IV. Certification of the Settlement Class

63. Plaintiffs shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this Action shall proceed as a settlement class action; provided, however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement or any negotiations leading to this Agreement in support of any subsequent motion for class certification of any class in the Action.

64. According to Columbia, the Settlement Class is estimated to include 2,973,631 individuals. If the size of the Settlement Class increases or decreases by more than 0.20% (a "Material Class Size Change") after the Parties reached agreement in principle, the Settlement Fund shall increase or decrease by the same rate. Columbia will notify Plaintiffs of any Material Class Size Change within 14 days of confirming that such change has occurred.

## V. Settlement Consideration

65. Settlement Class Members who submit Valid Claims may elect to receive: (1) reimbursement for Documented Monetary Losses or an Alternative Cash Payment; and (2) Credit Monitoring Services, subject to the terms of this Agreement and the Claim Form.

### a. Reimbursement for Documented Monetary Losses

66. Settlement Class Members may submit a Claim for a cash payment under this section for up to $8,500.00 per Claimant upon presentment of documented losses fairly traceable to the Cyberattack.

67. Settlement Class Members who elect to submit a Claim for reimbursement of Documented Monetary Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Claim Form; (2) documentation supporting their Claim; and (3) a sworn, brief description of the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Documented Monetary Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any Credit Monitoring and identity theft protection product.

68. Claimed Documented Monetary Losses will be deemed "fairly traceable" to the Cyberattack if: (1) the timing of the loss occurred on or after May 16, 2025 (or the earliest verifiable date the Cyberattack occurred); and (2) the Private Information used to commit identity

theft or fraud consisted of the same type of Private Information that was potentially exposed in the Cyberattack.

69. If the award for a Settlement Class Member claiming Documented Monetary Losses would for any reason be less than the Alternative Cash Payment that would otherwise be awarded under section (b), below, the Settlement Class Member will be awarded the larger amount.

**b. Alternative Cash Payment**

70. In the alternative to reimbursement for Documented Monetary Losses, Settlement Class Members may elect to receive an Alternative Cash Payment. The amount shall be determined by distributing the remaining Settlement Fund after deduction or payment of Court-approved attorneys' fees and litigation expenses, Service Awards, Settlement Administration Costs, Credit Monitoring costs, and approved claims for Documented Monetary Losses.

71. The Alternative Cash Payment shall be calculated by dividing the remaining net Settlement Fund so that each eligible Alternative Cash Payment recipient receives one share, subject to *pro rata* adjustment based on the final number and value of Valid Claims.

**c. Credit Monitoring Services**

72. In addition to electing any other Settlement Benefit(s), Settlement Class Members may claim two years of three-bureau Credit Monitoring that will provide the following benefits: three-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to $1,000,000, and fully managed identity recovery services.

**d. Business Practice Commitments**

73. At least 7 days prior to the deadline for submitting a motion for final approval of the Settlement, Columbia shall provide Class Counsel with information regarding the implementation of the Business Practice Commitments. For the purposes of this section on

"Business Practice Commitments," the following definitions apply:

a) "Columbia University" shall mean Columbia's central administration. For the avoidance of doubt, "Columbia University" does not include (1) the operations of the Columbia University Irving Medical Center or any Columbia University Affiliate institutions, such as Barnard College, Teachers College, Union Theological Seminary, or the Jewish Theological Seminary; (2) Columbia students; and (3) Columbia faculty.

b) "Information Security Program" shall mean Columbia University's technical and non-technical controls that are reasonably designed to protect the security, integrity, and confidentiality of Private Information.

c) "Network" shall mean the systems and data environments that the Columbia University IT Department ("CUIT") manages as of the Effective Date of this Settlement Agreement or that subsequently become managed by CUIT, including networking equipment, databases, data stores, applications, software, servers, endpoints, or other equipment or services that are capable of using, exchanging, or sharing software, data, hardware, or other resources CUIT manages and that are owned and/or operated by or on behalf of Columbia University. For the avoidance of doubt, "Network" does not include: (a) network segments that serve areas outside of CUIT data centers for the purpose of providing general internet service; or (b) hardware or software purchased by employees, faculty, or students.

74. For a period of no less than three years from the Effective Date of this Agreement, as applicable to the Columbia University Network:

**1. Assessment and Reporting**

75. Columbia University shall conduct, not less than annually, a cybersecurity risk assessment identifying internal and external risks to the security, integrity, and confidentiality of Private Information, and evaluating any safeguards in place to address the internal and external cybersecurity risks.

76. Columbia University shall identify and modify the Information Security Program based on the results of the cybersecurity risk assessment described above.

77. Columbia University will maintain an executive position entitled Chief Information Security Officer ("CISO"), whose responsibilities will include maturing, implementing, coordinating and maintaining the University's program(s) to protect the security of Private Information.

78. Columbia University's CISO shall report, in writing, on the status of Columbia University's data security, necessary funding requests, and any concerns about data security to: (1) Columbia University's executive management at least semi-annually; and (2) the Board of Trustees or equivalent governing body, or an appropriate committee thereof, at least annually.

**2. Safeguards**

79. Columbia University agrees to design, implement, and/or maintain reasonable administrative, technical, and physical safeguards to mitigate the internal and external risks Columbia University identified that are appropriate to: (i) the size and complexity of Columbia University's operations; (ii) the nature and scope of Columbia University's activities; and (iii) the volume and sensitivity of the Private Information that Columbia University collects, stores, transmits, and/or maintains. These data security controls will include, on Columbia University-managed systems, at a minimum:

a) Multi-factor authentication or compensating controls for all Columbia University-managed domain and administrative user accounts, for remote access to its Network;

b) Encryption of Private Information that Columbia University collects, stores, transmits, and/or maintains using an encryption method appropriate to the sensitivity of the Private Information;

c) Reasonable endpoint detection and response ("EDR") solutions or software; and

d) Reasonable intrusion detection and prevention systems ("IDP/IPS") designed to detect and prevent unauthorized access to its environment.

**3. Data Retention**

80. Columbia University will appoint a data governance committee (the "Data Governance Working Group"), create a student data lifecycle program, and maintain reasonable policies and procedures designed to ensure that Private Information is retained by Columbia University only for so long as reasonably necessary for a legitimate administrative, educational, research, or other institutional purpose, and will securely delete, archive offline, or otherwise appropriately dispose of Private Information when no such purpose remains.

**4. Training**

81. Columbia University shall provide security awareness and privacy training to all Columbia University personnel whose job involves access to or responsibility for Private Information.

**5. Alerts**

82. Columbia University will periodically alert its employees to data security issues or threats in order to remind them of the importance of maintaining data security, and of the need to

follow the University's applicable guidelines.

## VI. Preliminary Settlement Approval

83. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval, after review and input by Defendant. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

84. The Motion for Preliminary Approval shall, among other things, request that the Court: (1) preliminarily approve the terms of the Settlement as fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim process; (5) approve the procedures for individuals in the Settlement Class to submit a Request for Exclusion or object to the Settlement; (6) stay the Action and Related Actions pending Final Approval of the Settlement; and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

## VII. Settlement Administrator

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

86. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement

Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims process, administering the Settlement Fund, and distributing cash payments to Settlement Class Members who submit Valid Claims.

87. The Settlement Administrator's duties include:

a) Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending Long Form Notices and paper Claim Forms upon request from individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

b) Establishing and maintaining the Settlement Fund in the Escrow Account approved by the Parties;

c) Establishing and maintaining a post office box to receive opt-out requests, objections, and Claim Forms from individuals in the Settlement Class;

d) Establishing and maintaining the Settlement Website to provide important information about the Settlement and allow electronic submission of Claim Forms;

e) Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;

f) Responding to any mailed Settlement Class Member inquiries;

g) Processing all opt-out requests from individuals in the Settlement Class;

h) Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i) In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j) Distributing, out of the Settlement Fund, cash payments by electronic means or by paper check;

k) Sending Settlement Class Members who elect Credit Monitoring Services emails instructing how to activate their Credit Monitoring Services;

l) Paying Court-approved attorneys' fees, litigation expenses, and Service Awards out of the Settlement Fund;

m) Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

n) Completing any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the

Settlement Fund has been properly administered and that cash payments have been properly distributed.

88. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to the Notices may also be made prior to dissemination of Notice.

## VIII. Notice to the Settlement Class

89. Defendant will make the Class List available to the Settlement Administrator no later than fourteen (14) days after entry of the Preliminary Approval Order.

90. Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Postcard Notice shall be disseminated via email and U.S. Mail to the Settlement Class's mailing addresses, to the extent known. Notice shall also be published on the Settlement Website.

91. The Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claims Deadline; the Opt-Out Deadline for individuals in the Settlement Class to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or Motion for Attorneys' Fees, Litigation Expenses, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the

Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

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

93. The Long Form Notice shall also include a procedure for individuals in the Settlement Class to submit a Request for Exclusion; and the Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the instructions for submitting a valid Request for Exclusion. Individuals in the Settlement Class may submit a Request for Exclusion at any time up to and including the Opt-Out Deadline by mailing a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Request for Exclusion must (a) identify the case name and number, (b) be personally signed by the Settlement Class Member, (c) contain their name, address, telephone number, and email address (if any), and (d) include a statement indicating a request to be excluded from the Settlement Class.

94. Settlement Class Members cannot submit a valid Request for Exclusion by telephone or by email. "Mass" or "class" Requests for Exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members, where a Request for Exclusion has not been signed by each and every individual Settlement Class Member, will not be allowed.

95. Any individual in the Settlement Class who does not timely and validly submit a Request for Exclusion shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim.

96. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or the Motion for Attorneys' Fees, Litigation Expenses, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be mailed to the Settlement Administrator or filed with the Court. For an objection to be considered by the Court, the objection must be submitted by the Objection Deadline, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. The case name and case number: *In re Columbia University Data Breach Litigation*, Case No. 1:25-CV-05541-PKC (S.D.N.Y.);

c. Documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice received by the objector;

d. A statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position(s);

e. Copies of any other documents the objector wishes to submit in support of their position(s);

f. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

g. The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards;

h. The number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

i. Whether the objector and/or the objector's counsel intends to appear at the Final Approval Hearing;

j. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

k. Whether the objector intends to testify at the Final Approval Hearing;

l. Whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparing the objection; and

m. The objector's signature (a lawyer's signature is not sufficient).

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

98. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned Postcard Notices through the LexisNexis database, or any other substantially similar database, that can be utilized for such purpose. No later than forty-five (45) days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

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

## IX. Claim Form Process and Disbursement of Cash Payments

100. The Notice will explain to Settlement Class Members that they may be entitled to a Settlement Benefit(s) and how to submit a Claim Form.

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

102. The Settlement Administrator shall collect and review each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Agreement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form to determine that the information on the Claim Form is reasonably complete before designating the Claim as a Valid

Claim. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

103. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form.

104. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

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

106. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. No notice of rejection will be sent to any person who submitted a Claim Form deemed to be fraudulent,

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

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

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a timely and valid Request for Exclusion;

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claims Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

108. The Settlement Administrator's reduction or denial of a Claim shall be in accordance with the following:

a. The Settlement Administrator shall have thirty (30) days from the Claims Deadline to approve or reject Claims based on findings of fraud or duplication.

b. The Settlement Administrator may request additional information from the Settlement Class Member in support of a Claim by sending a Notice of Deficiency. A request for additional information shall not be considered a denial for purposes of this paragraph.

c. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

109. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

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

111. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than forty-five (45) days after the Effective Date.

112. Cash payments to Settlement Class Members will be made electronically or by paper check. Settlement Class Members who provide incorrect or incomplete electronic payment information, or who do not redeem their electronic payment, shall receive a paper check by U.S. mail. Settlement Class Members receiving payment by paper check shall have ninety (90) days to negotiate the check.

113. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that elected Credit Monitoring Services with information on how to enroll in the program, including the activation code.

## X. Final Approval Order and Judgment

114. Plaintiffs shall file their Motion for Final Approval of the Settlement no later than fourteen (14) days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Motion for Attorneys' Fees, Litigation Expenses, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Motion for Attorneys' Fees, Litigation Expenses, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

115. At or following the Final Approval Hearing, the Court will determine whether to

enter the Final Approval Order and final judgment thereon, and whether to grant the Motion for Attorneys' Fees, Litigation Expenses, and Service Awards. Such proposed Final Approval Order shall, among other things:

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

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or pursuing any of the Released Claims against Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order;

e. Release Defendant and the Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

## XI. Service Awards, Attorneys' Fees, and Expenses

116. Service Awards. In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for each Class Representative in an amount not to exceed $500.00 each. If approved, the Service Awards shall be paid by the Effective Date by the Settlement Administrator out of the Settlement Fund. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to benefits from the Settlement Fund.

117. Attorneys' Fees and Costs. Not less than fourteen (14) days prior to the Opt-Out and Objection Deadlines, Class Counsel shall apply to the Court for an award of attorneys' fees of up to twenty-five percent (25%) of the Settlement Fund (or $4,031,250.00), plus reimbursement of reasonable litigation expenses. The attorneys' fees and litigation expenses awards approved by the Court shall be paid within seven (7) days after the Effective Date by the Settlement Administrator out of the Settlement Fund, by wire transfer to an account designated by Class Counsel.

118. This Settlement is not contingent on approval of the Motion for Attorneys' Fees, Litigation Expenses, and Service Awards, and if the Court denies the motion or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after agreement was reached on all material terms of the Settlement.

119. Defendant shall have no obligation to pay, reimburse, advance, indemnify, or otherwise fund any amount in excess of the Settlement Fund.

## XII. Disposition of Residual Funds

120. The Settlement is intended to exhaust the Settlement Fund. In the event there are funds remaining from uncashed checks in the Settlement Fund within forty-five (45) days following the 90-day check negotiation period, all remaining funds shall be distributed *pro rata* to Settlement Class Members who submitted Valid Claims for Alternative Cash Payments (provided they will receive a minimum payment of $5.00), and thereafter to an appropriate mutually agreeable *cy pres* recipient to be approved by the Court.

## XIII. Releases

121. As of the Effective Date, the Releasing Parties shall automatically be deemed to

have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, judgments, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Cyberattack or Defendant's response to the Cyberattack; (b) the Action or Related Actions; or (c) any of the alleged violations of laws or regulations cited or that could have been asserted in the Complaint.

122. Plaintiffs and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

123. Individuals in the Settlement Class who submit a valid and timely Request for Exclusion do not release their individual claims and will not obtain any Settlement Benefits under the Settlement.

124. With respect to the Released Claims, Plaintiffs and Settlement Class Members understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently,

Plaintiffs and Settlement Class Members shall be deemed to have, and by operation of the Settlement shall have, waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which reads:

> 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.

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

126. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any

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

## XIV. Termination of Settlement

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

a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;

b. The Court's entry of the Preliminary Approval Order;

c. The Court's entry of the Final Approval Order, the overruling of all objections, if any, and the resolution of all appeals taken from the Final Approval Order in favor of Final Approval; and

d. The occurrence of the Effective Date.

128. If any of the conditions specified in the preceding paragraph are not met, then this Agreement may be cancelled and terminated.

129. Defendant may also unilaterally terminate the Settlement Agreement on fourteen (14) days' written notice to Class Counsel if more than 1,000 individuals submit a valid and timely Request for Exclusion.

130. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action

and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc.

131. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by or on behalf of Defendant. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within twenty-one (21) days of termination.

## XV. Effect of Termination

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

133. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for

any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

## XVI. No Admission of Liability

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

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

136. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made,

or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

137. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

## XVII. Miscellaneous Provisions

139. Confidentiality. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel

from notifying or explaining to anyone that the Action has settled or including public information about the settlement on their websites or firm resumes, or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations. For the avoidance of doubt, communications directed through any forum or channel to Columbia's community including, but not limited to, faculty, staff, administration, Board of Trustees, employees, students, alumni, and other stakeholders, shall not be considered public statements that require approval by any other party.

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

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

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

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

144. Integration and No Reliance. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind have been made by any Party, except as provided for herein.

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

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

147. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.

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

Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

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

If to Plaintiffs or Class Counsel:

William B. Federman
FEDERMAN & SHERWOOD
10205 N. Pennsylvania
Oklahoma City, OK 73102
T: (405) 235-1560
E: wbf@federmanlaw.com

Ashley M. Crooks
HAUSFELD LLP
33 Whitehall Street, 14th Floor
New York, NY 10004
T: (636) 357-1100
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Rachele R. Byrd
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San Diego, CA 92101
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E: byrd@whafh.com

Charles E. Schaffer
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510 Walnut Street, Suite 500
Philadelphia, PA 19106
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If to Defendant or Defendant's Counsel:

James J. Pastore, Jr.
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66 Hudson Boulevard
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jjpastor@debevoise.com
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James Schaefer
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650 California Street, Fl 31
San Francisco, CA 94108
415-738-5700
jpschaefer@debevoise.com

Felice B. Rosan
Columbia University
Office of the General Counsel
412 Low Memorial Library
535 West 116th Street
New York, NY 10027
212-854-4974
fbr@gc.columbia.edu

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

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

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

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

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

154. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their counsel, consultants, and/or experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any data, including but not limited to any unexamined data, later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the

Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

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

**CLASS COUNSEL, on behalf of Plaintiffs:**

WILLIAM B. FEDERMAN
**FEDERMAN & SHERWOOD**

ASHLEY M. CROOKS
**HAUSFELD LLP**

RACHELE R. BYRD
**WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP**

/s/ Charles Schaffer
CHARLES E. SCHAFFER
**LEVIN SEDRAN & BERMAN**

**TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK:**

DocuSigned by:
Felice Rosan
FELICE B. ROSAN
GENERAL COUNSEL

**COUNSEL FOR COLUMBIA:**

JAMES J. PASTORE, JR.
**DEBEVOISE & PLIMPTON LLP**

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

*In re Columbia University Data Breach Litigation*
Case No. 1:25-CV-05541-PKC (S.D.N.Y.)

# CLAIM FORM

**COL**

## I. GENERAL INFORMATION

This claim form should be filled out if you are an individual residing in the United States whose Private Information was potentially compromised as a result of the May 2025 Cyberattack on Columbia University.

Unless you opt out of the Settlement, you are a Settlement Class Member. As a Settlement Class Member, you are eligible to receive – at no cost to you – two years of free three-bureau credit monitoring, dark web monitoring, identity theft insurance coverage, and fully managed identity recovery services.

You are also eligible to claim (1) reimbursement for Documented Monetary Losses (up to $8,500) **or** (2) an Alternative Cash Payment instead of reimbursement for Documented Monetary Losses. The Settlement Notice [link to document on website] describes your legal rights and options.

If you wish to submit a claim to receive these benefits, you need to provide the information requested below.

**SUBMIT YOUR CLAIM FORM BY , 202**

Online: _www.[website].com

Mail: Columbia University Settlement Administrator,
[ADDRESS. __.]

## II. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this Claim Form.

**Notice ID Number:** _____
*(provided on the Notice you received by email or mail)*

**First Name** **Last Name**

**Street Address**

**City** **State** **Zip Code**

**Email Address** **Telephone Number**

## III. ALTERNATIVE CASH PAYMENT

☐

Check this box if you are submitting a claim for an Alternative Cash Payment. **Instead of** making a claim for reimbursement of Documented Monetary Losses, as described in Section IV below, you may elect to receive a cash payment. The amount of the cash payment depends upon the total amount of valid Documented Monetary Loss Claims and claims for Alternative Cash Payments submitted. **Do not check this box if you are making a claim for Documented Monetary Losses with documentation described below in Section IV**.

## IV. DOCUMENTED MONETARY LOSSES REIMBURSEMENT

☐ Check this box if you are submitting a claim for Reimbursement for Documented Monetary Losses, which are: (1) unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other misuse of your Private Information; (2) other miscellaneous expenses incurred related to any Documented Monetary Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs that were incurred on or after May 16, 2025 through the date of your claim submission. **Do not check this box if you are submitting a claim for the Alternative Cash Payment described above in Section III.**

Allowable Documented Monetary Losses are detailed in the Settlement Agreement, available at www.XXXXXXXXXX.com. To receive up to **$8,500** in reimbursement of Documented Monetary Losses caused by, or expenses incurred as a result of, the Cyberattack, please provide the following information:

Amount Requested**:** $_____.____

Please briefly describe the out-of-pocket expenses and how they relate to the Cyberattack:

| *Description of Expense* | *Amount* |
|---|---|
| *Example: Receipt for credit repair services* | *$100* |
| | |
| | |
| | |
| | |
| | |
| | |

**Required: A copy of a bank or credit card statement or other proof of claimed fees or charges (you may redact unrelated transactions and all but the last four digits of any account number).** Documentary proof **MUST** be submitted to support your exact claim amount. "Self-prepared" documents are, by themselves, insufficient.

## V. CREDIT MONITORING AND IDENTITY THEFT PROTECTION SERVICES

In addition to selecting reimbursement for Out-of-Pocket Losses or Alternative Cash Payment, you may elect to receive two (2) years of free three-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to $1,000,000, and fully managed identity recovery services.

☐ I wish to receive two (2) years of free three-bureau credit monitoring and the above-mentioned Identity Theft Protection Services.

*(Please include your email address and mailing address on the first page.)*

## VI. PAYMENT SELECTION

Please select from **one** of the following payment options:

**PayPal** - Enter your PayPal email address: _____

**Venmo -** Enter the mobile number associated with your Venmo account: __ __ __-__ __ __-__ __ __ __

**Zelle -** Enter the mobile number or email address associated with your Zelle account:

Mobile Number: __ __ __-__ __ __-__ __ __ __ or Email Address: _____

**Physical Check -** Payment will be mailed to the address provided in Section I above.

## VII. SIGNATURE

| _____ | _____ | _____ |
|---|---|---|
| Signature | Printed Name | Date |

# Exhibit B

*In re Columbia University Data Breach Litigation*, Case No. 1:25-cv-05541 (PKC)
United States District Court for the Southern District of New York

# If you are a U.S. resident whose Private Information was compromised as a result of the Columbia University Cyberattack and who were sent notice of the Cyberattack that occurred in May 2025, you may be entitled to benefits from a class action settlement.

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

- A $16,125,000 settlement has been reached in a class action lawsuit against Trustees of Columbia University in the City of New York ("Defendant") arising out of a data incident Defendant experienced in May 2025, by an unauthorized third party (the "Cyberattack").
- You are part of the Settlement Class if you are an individual residing in the United States whose Private Information was compromised as a result of the Cyberattack and who were sent notice of the Cyberattack that occurred in May 2025.
- Under the terms of the Settlement, Settlement Class Members who submit timely Valid Claims may be able to recover the following benefits:
  - **Reimbursement for Documented Monetary Losses:** With supporting documentation showing you incurred losses as a result of the Cyberattack, you may be eligible for reimbursement up to $8,500.00.

  **OR**
  - **Alternative Cash Payment:** You may elect to receive an Alternative Cash Payment. The amount shall be determined by distributing the remaining Settlement Fund after deduction or payment of Court-approved attorneys' fees and litigation expenses, Service Awards, Settlement Administration Costs, Credit Monitoring costs, and approved claims for Documented Monetary Losses.

  **AND**
  - **Credit Monitoring and Identity Theft Protection Services:** In addition to receiving reimbursement for Documented Monetary Losses or a cash payment, you may elect to receive two (2) years of free three-bureau credit monitoring services, dark web monitoring, identity theft insurance coverage for up to $1,000,000, and fully managed identity recovery services.
- **Business Practice Commitments:** Although Defendant denies any wrongdoing or liability, Defendant has already and is continuously implementing additional security enhancements including defensive tools and increased monitoring. Defendant has committed to maintain its additional security measures for a period of 3 years following the effective date of this Settlement.

**This notice may affect your rights. Please read it carefully.**

| Your Legal Rights and Options | | Deadline |
|---|---|---|
| **SUBMIT A CLAIM FORM** | The only way to get Settlement Benefits is to submit a Valid Claim. If you submit a Claim Form, you will give up the right to sue Defendant in a separate lawsuit about the legal claims this Settlement resolves. | **Submitted online or Postmarked by MONTH DD, 20YY** |
| **SUBMIT A REQUEST FOR EXCLUSION** | Get no Settlement benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit. | **Postmarked by MONTH DD, 20YY** |
| **OBJECT TO THE SETTLEMENT** | Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it. | **Postmarked by MONTH DD, 20YY** |
| **DO NOTHING** | Get no Settlement benefits. You will still be bound by the Settlement if the Court approves it and will give up your right to sue Defendant for the claims this Settlement resolves. | |

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court must still decide whether to approve the Settlement. There will be no Settlement benefits unless the Court approves the Settlement, and it becomes final.

## BASIC INFORMATION

### 1. Why is this Notice being provided?

A Court authorized this notice because you have the right to know about the proposed Settlement of this class action lawsuit and all of your rights and options before the Court decides to grant Final Approval of the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable P. Kevin Castel of the United States District Court for the Southern District of New York is overseeing this class action. The lawsuit is known as *In re Columbia University Data Breach Litigation*, Case No. 1:25-cv-05541 (PKC) (the "Action"). The persons who filed this Action are called the "Plaintiffs" and/or "Class Representatives" and the entity sued, Trustees of Columbia University in the City of New York, is called the "Defendant."

### 2. What is this Action about?

Plaintiffs filed this lawsuit against Defendant. Plaintiffs allege that in May 2025, an unauthorized third party accessed certain Private Information maintained by Defendant, including individuals' full names, dates of birth, addresses, contact details, genders, ethnicities, citizenship statuses, Social Security numbers, driver's license numbers, financial account information (including, but not limited to, credit and debit card information, as well as bank account and routing numbers), medical information, health insurance information, academic histories, financial aid-related information, test scores, academic grades, admission decisions, expected graduation dates, financial aid statuses, financial aid awards, and tuition information.

Plaintiffs brought this lawsuit against Defendant alleging legal claims for negligence, breach of implied contract, unjust enrichment, breach of bailment, violation of the Connecticut Unfair Trade Practices Act, violation of the Texas Deceptive Trade Practices-Consumer Protection Act, violation of the Maryland Consumer Protection Act, violation of the New York General Business Law, violation of the New Jersey Consumer Fraud Act, violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, invasion of privacy under California's constitution, violation of the California Customer Records Act, violation of the California Unfair Competition Law, violation of the Tennessee Personal Consumer Information Release Act, and declaratory judgment.

Defendant denies these allegations and denies any wrongdoing or liability. The Court has not made any judgment or other determination of any wrongdoing or that the law has been violated. Instead, Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the Action.

### 3. Why is the Action a class action?

In a class action, one or more people (called plaintiff(s) or class representative(s)) sue on behalf of all people who have similar legal claims. Together, all of these people are called a "class" or "class members." If the plaintiffs and defendant reach a settlement, the court resolves the issues for all class members via the settlement, except for those class members who timely opt out (exclude themselves) from the settlement.

The proposed Class Representatives in this lawsuit are Plaintiffs Khamari Babb, Raymond Chao, Steven Daley, Randall Erwin, David Guirgis, Alex Hall, Shakeem Holmes, Rema Khacho, Lauren Kramer, Luke Linich, Nadav Margalit, John McQueen, Liam Murray, Gabriela Nadeau, Joseph Quintero, Carrick Reider, Andrew Rudick, and Mary Thomas.

### 4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the legal claims made in the Action. The Action has not gone to trial, and the Court has not decided in favor of Plaintiffs or Defendant. Instead, Plaintiffs and Defendant have agreed to settle the Action. The Class Representatives believe the Settlement is best for all individuals in the Settlement Class because of the benefits available to the Settlement Class and the risks and uncertainty associated with continuing the Action.

## WHO IS INCLUDED IN THE SETTLEMENT

### 5. How do I know if I am part of the Settlement?

You are part of the **Settlement Class** if you are an individual residing in the United States whose Private Information was potentially accessed by one or more unauthorized third parties during the Cyberattack including if you were sent notice of the Cyberattack. Columbia estimates that there are 2,973,631 Settlement Class Members.

### 6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are (a) Defendant and Defendant's parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; (b) all individuals who make a timely election to be excluded from this

proceeding using the correct protocol for opting out; (c) Defendant's Counsel, as well as their immediate family members; and (d) all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

### 7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.[website].com or call the Settlement Administrator's toll-free telephone number at 1-XXX-XXX-XXXX.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 8. What does the Settlement provide?

If you are a Settlement Class Member and you timely submit a Valid Claim, you may be eligible for the following Settlement benefits:

**(1) Reimbursement for Documented Monetary Losses:** With supporting documentation showing you incurred losses as a result of the Cyberattack, you may be eligible for reimbursement up to $8,500.00.

**OR**

**(2) Alternative Cash Payment:** You may elect to receive an Alternative Cash Payment. The amount shall be determined by distributing the remaining Settlement Fund after deduction or payment of Court-approved attorneys' fees and litigation expenses, Service Awards, Settlement Administration Costs, Credit Monitoring costs, and approved claims for Documented Monetary Losses.

**AND**

**(3) Credit Monitoring and Identity Theft Protection Services:** In addition to receiving reimbursement for Documented Monetary Losses or a cash payment, you may elect to receive – at no cost to you – two (2) years of free three-bureau credit monitoring services, dark web monitoring, identity theft insurance coverage for up to $1,000,000, and fully managed identity recovery services.

**(4) Business Practice Commitments:** Although Defendant denies any wrongdoing or liability, Defendant has already and is continuously implementing additional security enhancements including defensive tools and increased monitoring. Defendant has committed to maintain its additional security measures for a period of 3 years following the effective date of this Settlement.

### 9. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

Unless you opt out of the Settlement, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

### 10. What are the Released Claims?

The Settlement Agreement in Section XIII describes the Released Claims and the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.[website].com or in the public Court records on file in this lawsuit. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 16 for free, or you can talk to your own lawyer at your own expense.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 11. How do I make a Claim for Settlement benefits?

To receive any of the benefits described in Question 8 (other than the Business Practice Commitments), you must submit a Valid Claim**, postmarked** or submitted online by **MONTH DD, 20YY**. Claim Forms may be submitted online at www.[website].com or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. The quickest way to submit a Claim is online. Claim Forms are also available by calling 1-XXX-XXX-XXXX or by writing to:

Columbia University Settlement Administrator
PO Box XXXX
City, ST XXXXX-XXXX

This is a closed class and the benefits described herein are available only to Settlement Class Members with a unique Notice ID Number. Claims submitted by non-Settlement Class Members will be rejected.

**Claim Forms must be submitted online by, or by mail postmarked by, MONTH DD, 20YY.**

### 12. What happens if my contact information changes after I submit a Claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-XXX-XXX-XXXX or by writing to:

Columbia University Settlement Administrator
PO Box XXXX
City, ST XXXXX-XXXX

### 13. How much will my payment be?

The amount of your payment will depend on the approved amount of your claim and the total value of all approved claims. It is anticipated that the Settlement Fund will be sufficient to provide cash payments to all Settlement Class Members who submit eligible claims. However, the amount of your payment may be reduced on a pro rata basis depending on the number of claims submitted.

If you are claiming Documented Monetary Losses under the Settlement, you must provide supporting information, including (1) the Claim Form; (2) documentation supporting your Claim; and (3) a sworn, brief description of the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Documented Monetary Losses can include receipts or other documentation not "self-prepared" by you that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product.

For Documented Monetary Losses, you must also show that: (1) the timing of the loss occurred on or after May 16, 2025; and (2) the Private Information used to commit identity theft or fraud consisted of the same type of Private Information that was potentially exposed in the Cyberattack.

If your award for claimed Documented Monetary Losses would for any reason be less than the Alternative Cash Payment that would otherwise be awarded, you will be awarded the larger amount.

### 14. When will I receive my Settlement benefits?

If you submit a timely and Valid Claim, payment will be made to you by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.XXXXXXXXX.com for updates.

### 15. How will I receive my payment?

Several electronic payment options will be available, or you can elect to receive a check. If you submit a timely and Valid Claim for payment, and if your Claim and the Settlement are finally approved, you will be sent an electronic payment via the option that you select when you file your claim, or you will be sent a paper check if you select that option. Please ensure you have provided a current and complete email address. If you select a paper check, the Settlement Administrator will attempt to send you a check relying on your physical address submitted on your Claim Form.

## THE LAWYERS REPRESENTING YOU

### 16. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed William B. Federman of Federman & Sherwood, Ashley M. Crooks of Hausfeld LLP, Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP, and Charles E. Schaffer of Levin Sedran & Berman, LLC as Class Counsel lawyers to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

Class Counsel may be contacted at the following addresses and phone numbers:

William B. Federman, Esq.
**FEDERMAN & SHERWOOD**
10205 N. Pennsylvania
Oklahoma City, OK 73102
(405) 235-1560

Ashley M. Crooks, Esq.
**HAUSFELD LLP**
33 Whitehall Street, 14th Floor
New York, NY 10004
(636) 357-1100

Rachele R. Byrd, Esq.
**WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP**
750 B Street, Suite 1820
San Diego, CA 92101
(619) 239-4599

Charles E. Schaffer, Esq.
**LEVIN SEDRAN & BERMAN, LLC**
510 Walnut Street, Suite 500
Philadelphia, PA 19106
(215) 592-1500

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

Class Counsel will file a motion asking the Court to award attorneys' fees of up to 25% ($4,031,250.00) of the $16,125,000 Settlement Fund, plus reimbursement of out-of-pocket litigation expenses. The Court may award less than the amount requested. Class Counsel will also request approval of Service Awards of five hundred dollars ($500) for each of the Class Representatives. If awarded by the Court, the Settlement Administrator will pay attorneys' fees, litigation expenses, and service awards out of the Settlement Fund.

Class Counsel's motion for Attorneys' Fees, Litigation Expenses, and Service Awards will be made available on the Settlement Website at www.[website].com before the deadline for you to object to or opt out of the Settlement.

## OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Released Parties on your own based on the legal claims raised in this lawsuit or released by the Released Claims, then you must take steps to request exclusion from (or opt out of) the Settlement.

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

To opt out of the Settlement, you must timely mail written notice of a Request for Exclusion. The written notice must include:

(1) The case name and number;
(2) Your full name, current address, telephone number, and email address (if any);
(3) A statement indicating your request to be excluded from the Settlement Class; and
(4) Your physical signature as a Settlement Class Member;

The Request for Exclusion must be **mailed** to the Settlement Administrator at the following address, and be postmarked by MONTH DD, 20YY:

Columbia University Settlement Administrator
Exclusions
PO Box XXXX
City, ST XXXXX-XXXX

**You cannot opt out by telephone or by email.**

"Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members where Request for Exclusion has not been signed by each and every individual Settlement Class Member will not be allowed.

### 19. If I opt out can I still get anything from the Settlement?

No. If you opt out, you will not be entitled to receive any Settlement benefits, but you will not be bound by any judgment in this lawsuit. You can only get Settlement benefits if you stay in the Settlement and submit a Valid Claim.

### 20. If I do not opt out, can I sue Defendant for the same thing later?

No. Unless you opt out, you give up any right to sue Defendant and other Released Parties for the legal claims this Settlement resolves and Releases relating to the Cyberattack. You must opt out of the lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendant or other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

## OBJECTING TO THE SETTLEMENT

### 21. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Class Counsel's motion for Attorneys' Fees, Litigation Expenses, and Service Awards.

To object, you must mail a timely, written objection stating that you object. Your objection must be **postmarked by MONTH DD, 20YY.**

The objection must also include all of the following information:

(1) Your full name, current address, current telephone number, and email address (if any);
(2) The case name and case number, *In re Columbia University Data Breach Litigation*, Case No. 1:25-cv-05541-PKC (S.D.N.Y.);
(3) Documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice you received;
(4) A statement of the position(s) you wish to assert, including the factual and legal grounds for the position(s);
(5) Copies of any other documents that you wish to submit in support of your position;
(6) The number of times you have objected to a class action settlement within the 5 years preceding the date that you file the objection, the caption of each case in which you made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
(7) The identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Motion for Attorneys' Fees, Litigation Expenses, and Service Awards;
(8) The number of times in which your counsel and/or counsel's law firm have objected

to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which your counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

(9) Whether you and/or your counsel intend to appear at the Final Approval Hearing;

(10) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

(11) Whether you intend to testify at the Final Approval Hearing;

(12) Whether you and/or your counsel utilized any form of artificial intelligence in preparing the objection; and

(13) Your signature (a lawyer's signature is not sufficient).

To be timely, written notice of an objection in the appropriate form must be mailed, **postmarked** by **MONTH DD, 20YY**, to the Settlement Administrator at:

Columbia University Settlement Administrator
Objections
PO Box XXXX
City, ST XXXXX-XXXX

You may also file any Objection with the Court.

Any Settlement Class Member who fails to comply with the requirements for objecting detailed above will waive and forfeit any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the lawsuit.

### 22. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and expenses. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

## THE FINAL APPROVAL HEARING

### 23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at X:XX a.m./p.m.** before the Honorable P. Kevin Castel at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007 or via video conference or by phone. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees, Litigation Expenses, and Service Awards.

If there are objections, the Court will consider them. The Court will also listen to Settlement Class Members who have asked to speak at the hearing.

**Note:** The date and time of the Final Approval Hearing are subject to change. The Court may

also decide to hold the hearing via video conference or by phone. Any change will be posted at www.XXXXXXXXX.com.

### 24. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you mail an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you mail your written objection on time, the Court will consider it.

### 25. May I speak at the Final Approval Hearing?

Yes, as long as you do not opt out, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the Final Approval Hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 21 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

## IF YOU DO NOTHING

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

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits, and you will give up rights explained in the "Opting Out of the Settlement" section of this notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Cyberattack.

## GETTING MORE INFORMATION

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

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.[website].com, by calling 1-XXX-XXX-XXXX or by writing to:

Columbia University Settlement Administrator
PO Box XXXX
City, ST XXXXX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE REGARDING THIS NOTICE.**

# Exhibit C

P.O. Box XXXX
City, ST xxxxx-xxxx

BARCODE NO-PRINT ZONE

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO.xxxx

Court-Approved Legal Notice
*In re Columbia University Data Breach Litigation*, Case No. 1:25-cv-05541 (PKC)

**If you are a U.S. resident whose Private Information was compromised as a result of the Columbia University Cyberattack and who were sent notice of the Cyberattack that occurred in May 2025, you may be entitled to benefits from a class action settlement.**

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

www.[website].com
1-XXX-XXX-XXXX

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

[redacted]

A $16,125,000 settlement has been reached in a class action lawsuit against Trustees of Columbia University in the City of New York ("Defendant") arising out of a data security incident Defendant experienced in or around May 2025, where an unauthorized third party accessed Defendant's computer network ("Cyberattack"). The computer files accessed in the Cyberattack contained the following information, which varied by individual: full names, dates of birth, addresses, contact details, genders, ethnicities, citizenship statuses, Social Security numbers, driver's license numbers, financial account information (including, but not limited to, credit and debit card information, as well as bank account and routing numbers), medical information, health insurance information, academic histories, financial aid-related information, test scores, academic grades, admission decisions, expected graduation dates, financial aid statuses, financial aid awards, and tuition information ("Private Information").

**WHAT CAN I GET?** This $16,125,000 common fund settlement provides for free credit monitoring and identity theft restoration services and one of two optional payments: (i) up to $8,500 in reimbursement for Documented Monetary Losses; (ii) a pro rata Alternative Cash Payment. To receive these benefits, you must submit a Claim Form.

**WHO IS INCLUDED?** You received this notice because Defendant's records show you are a member of the Settlement Class. The Settlement Class consists of all individuals residing within the United States whose Private Information was potentially accessed during the Cyberattack, including all who were sent notice of the Cyberattack

**CLAIM FORM.** You must file a Claim Form to receive payment or credit monitoring under the Settlement. For all benefits, you can file a claim online or download a Claim Form at www.[website].com and mail it, or you may call 1-800-XXX-XXXX and ask that a Claim Form be mailed to you. The claim deadline is [DATE].

**OTHER OPTIONS.** If you do not want to be legally bound by the settlement, you must exclude yourself by [DATE]. If you want to remain part of the settlement, you may nevertheless object to it by [DATE]. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website www.[website].com or call the toll-free number 1-800-XXX-XXXX for a copy of the more detailed notice. On [DATE] at [TIME], the Court will hold a Final Approval Hearing to determine whether to approve the settlement, Class Counsel's request for attorneys' fees of up to 25% of the Settlement Fund, plus litigation expenses, and service awards of $500 for each of the Class Representatives. You or your own lawyer, if you have one, may ask to appear and speak at the hearing (which may be held remotely) at your own cost, but it is not required.

This notice is a summary. For more information, call or visit the website: www.[website].com.

# Exhibit D

**UNITED STATES DISTRICT COURT**
**SOUTHERN DISTRICT OF NEW YORK**

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IN RE COLUMBIA UNIVERSITY DATA BREACH LITIGATION

Case No. 1:25-cv-05541 (PKC)

*This Document Relates To: All Member Cases*

CLASS ACTION

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**[PROPOSED] PRELIMINARY APPROVAL ORDER**

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement **(Dkt. No. __)** (the "Motion"). The terms of the proposed class action settlement are set forth in a Settlement Agreement (the "Settlement Agreement") by, between and among Plaintiffs Khamari Babb, Raymond Chao, Steven Daley, Randall Erwin, David Guirgis, Alex Hall, Shakeem Holmes, Rema Khacho, Lauren Kramer, Luke Linich, Nadav Margalit, John McQueen, Liam Murray, Gabriela Nadeau, Joseph Quintero, Carrick Reider, Andrew Rudick, and Mary Thomas (collectively, "Plaintiffs") and Defendant Trustees of Columbia University in the City of New York ("Columbia" or "Defendant" and together with Plaintiffs, the "Parties"), which is attached, with accompanying exhibits, as **Exhibit 1** to Plaintiffs' Memorandum of Law in Support of their Motion.[1] Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Jurisdiction**. The Court has subject matter jurisdiction pursuant to 28 U.S.C.§ 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

2. **Class Certification for Settlement Purposes Only**. The Settlement Agreement provides for a Settlement Class defined as follows:

[1] All defined terms in this Order Granting Preliminary Approval of Class Action Settlement have the same meaning as set forth in the Settlement Agreement unless otherwise indicated.

> All individuals residing within the United States whose Private Information was potentially accessed by one or more unauthorized third parties during the Cyberattack, including all who were sent notice of the Cyberattack.

Excluded from the Class are the following individuals and/or entities: Defendant and Defendant's parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; Defendant's Counsel, as well as their immediate family members; and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

3. **Certification of the Settlement Class is Warranted**. The Court also finds that it will likely be able to certify the Settlement Class because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Action.

4. **Notifying Settlement Class Members regarding the Settlement is Warranted**. The Court finds, pursuant to Federal Rule of Civil Procedure 23(e)(1), that the provision of notice is

justified and warranted because the Court further finds that it will likely be able to approve the proposed Settlement as fair, reasonable and adequate.

5. **Findings Concerning the Notice Documents & Plan**. The Court finds that the proposed form, content and method of giving Notice to the Settlement Class as described in the Notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law including Federal Rule of Civil Procedure 23(c); and (e) meet the requirements of the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology and is designed to be readily understandable by Settlement Class Members. The proposed notice program set forth in the Settlement Agreement and Claim Form and the Notices attached to the Settlement Agreement as **Exhibits A, B, and C** are therefore **APPROVED**, and the Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.[2]

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

[2] Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties without further order of the Court.

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

7. **Class Action Fairness Act Notice**. Within ten (10) days after the filing of this Settlement Agreement with the Court, the Settlement Administrator acting on behalf of Defendant shall have served or caused to be served a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715(b).

8. **Exclusion from Class**. Any Settlement Class Member who wishes to be excluded from the Settlement Class must: (a) identify the case name and number, (b) be personally signed by the Settlement Class Member, (c) contain their name, address, telephone number, and email address (if any), and (d) include a statement indicating a request to be excluded from the Settlement Class. To be effective, such Requests for Exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days from the date on which the notice program commences, and as stated in the Notice.

The Settlement Administrator shall promptly furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid Requests for Exclusion.

9. **Objections and Appearances**. A Settlement Class Member (who does not submit a timely written Request for Exclusion) desiring to object to the Settlement Agreement may submit a

timely written notice of his or her objection by the Objection Deadline and as stated in the Notice. The Long Form Notice and the Settlement Website shall instruct Settlement Class Members who wish to object to the Settlement Agreement to send their written objections to the Settlement Administrator at the address indicated in the Long Form Notice. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Deadline"—which is sixty (60) days after the Notice Commencement Date. Any such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (i) the objector's full name, mailing address, telephone number, and email address (if any); (ii) the case name and case number: *In re Columbia University Data Breach Litigation*, Case No. 1:25-CV-05541-PKC (S.D.N.Y.); (iii) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice received by the objector; (iv) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position(s); (v) copies of any other documents the objector wishes to submit in support of their position(s); (vi) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (vii) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards; (viii) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have

objected to a class action settlement within the preceding five years; (ix) whether the objector and/or the objector's counsel intends to appear at the Final Approval Hearing; (x) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (xi) whether the objector intends to testify at the Final Approval Hearing; (xii) whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparing the objection; and (xiii) the objector's signature (a lawyer's signature is not sufficient). Subject to approval of the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The provisions stated in Paragraphs 96-97 of the Settlement Agreement are the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement or the Final Approval Order and final judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

10. **Effect of Release**. If a Final Approval Order and final judgment are entered, all persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of the Settlement Agreement and the Final Approval Order and final judgment. All persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any Settlement Benefits and/or be bound by the terms of the Settlement Agreement.

11. **Settlement Administrator**. The Court appoints Angeion Group, LLC as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement

Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

12. **Class Representatives & Class Counsel**. The Court finds that Plaintiffs will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Class Representatives. Additionally, the Court finds that William B. Federman of Federman & Sherwood, Ashley M. Crooks of Hausfeld LLP, Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP, and Charles E. Schaffer of Levin Sedran & Berman, LLC will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed Class Counsel pursuant to Rule 23(g)(1).

13. **Preliminary Settlement Approval**. Upon preliminary review, the Court finds the Settlement is fair, reasonable and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arm's-length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 23 and relevant case law.

14. **Use of Order**. This Preliminary Approval Order shall become null and void and have no force or effect if (a) the Final Approval Order and final judgment are not entered; (b) there is no Effective Date; or (c) otherwise consistent with the terms of the Settlement Agreement. In such event, (i) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (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 Action or in any other

proceeding for any purpose; and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*, and this Preliminary Approval Order shall not be construed or used as an admission, concession or declaration by or against Defendant of any fault, wrongdoing, breach or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

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

16. **Stay of Litigation**. All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Final Approval Hearing**. A Final Approval Hearing shall be held on _____, 2026, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007, where the Court will determine, among other things, whether: (a) this Action should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable and adequate and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this Action should be dismissed with prejudice pursuant

to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs and Expenses should be approved pursuant to Fed. R. Civ. P. 23(h); and (f) the application of the Class Representatives for Service Awards should be approved. This hearing may be held remotely.

18. **Schedule and Deadlines**. The Court orders the following schedule of dates for the specified actions/further proceedings:

**SETTLEMENT TIMELINE**

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| Defendants provide Settlement Class Member Information to the Settlement Administrator | Within 14 days following entry of Preliminary Approval Order |
| Notice Commencement Date | 30 days after Preliminary Approval |
| Class Counsel's Motion for Attorneys' Fees, Litigation Expenses, and Service Awards | 14 days before Objection and Opt-Out Deadlines |
| Objection Deadline | 60 days after Notice Commencement Date |
| Opt-Out Deadline | 60 days after Notice Commencement Date |
| Claims Deadline | 90 days after Notice Commencement Date |
| **Final Approval Hearing** | 150 days after entry of Preliminary Approval Order (at a minimum) |
| Motion for Final Approval Deadline | 14 days before Final Approval Hearing Date |
| Settlement Administrator Provide Notice of Opt-Outs and/or Objections | 16 days before Final Approval Hearing Date |

**SO ORDERED THIS _____DAY OF _____, 2026.**

Hon. P. Kevin Castel
United States District Court Judge