

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between (i) Idaho National Laboratory (“INL” or “Defendant”) and (ii) Jason Dallimore, (“Plaintiff”) individually and on behalf of the Settlement Class (as defined below), in the class action *Dallimore v. Idaho National Laboratory operated by Battelle Energy Alliance, LLC*, No. CV10-25-0742, in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville. INL and Plaintiff are collectively referred to herein as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On or about December 12, 2023, Defendant notified approximately 44,000 persons (“Class Members”) who had provided their personally identifiable information (“PII”) to Defendant about a data incident wherein this PII potentially compromised (“Data Breach”). In its notice to Plaintiff and the Class Members, Defendant revealed that PII that had been accessed by cybercriminals included “names Social Security numbers (“SSNs”), salary information and banking details were exposed for many individuals[, while] some individuals only had their names and dates of birth compromised.”

2. Subsequent to the announcement and data breach notice letters being mailed out to Plaintiff and Class Members, Plaintiff filed a class action complaint in United States District Court for the District of Idaho, seeking to address the harms suffered as a direct result of the Data Breach on January 26, 2024. The parties stipulated to a dismissal without prejudice for the federal action on February 24, 2025.

3. On February 10, 2025, Plaintiff re-filed his Complaint in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville, Plaintiff’s asserting four causes of action: (1) Negligence, (2) Negligence Per Se, (3) Breach of Implied Contract, (4) Unjust Enrichment.

4. On August 4, 2025, the parties reached an agreement to settle this matter through two separate mediations.

5. Prior to mediation, the Parties exchanged information related to class size and the nature of the Data Breach, which allowed the parties to evaluate their respective risks and negotiate from an informed basis as to the strengths and weaknesses of claims and defenses to reach a reasonable settlement value.

6. Informal discovery revealed that while approximately 44,000 individuals may have had some Private Information accessed and/or acquired by an unauthorized party as a result of the Data Breach, approximately 24,000 of those had SSNs accessed. The parties agreed to treat those who had SSNs disclosed as “Group 1” Class Members, with remedies as detailed below, and the remainder of the Class considered “Group 2” Class Members who, because the information related to them that was disclosed presented a more limited danger of identity theft, would receive credit monitoring only as relief.

7. After the mediation resolved the matters between the Parties, Defendant agreed to pay a service award for Plaintiff, up to \$5,000, as determined by the Court.

8. Defendant also agreed that Plaintiff's counsel could seek attorneys' fees from the Court, and that Defendant would pay an award up to \$175,000.

9. Over the next few weeks, the Parties continued to exchange informal confirmatory discovery and negotiate the finer points of the settlement, and draft papers and exhibits included herein.

10. The Parties have negotiated a settlement by which they agree and hereby wish to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims that Plaintiff and the Settlement Class Members (defined below) have or may have had against INL and Related Entities (defined below), as set forth herein.

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

12. INL denies all claims of wrongdoing or liability that Plaintiff, Settlement Class Members, or anyone else has asserted in this Litigation or could have asserted in this Litigation. Despite INL's position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, INL desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed, or document created in relation to the Settlement Agreement, or negotiation or discussion thereof is, or may be deemed to be, or may be used as, any admission of, or evidence of, any wrongdoing or liability.

13. Plaintiff and Class Counsel (defined below) have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class (defined below), recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Class Counsel's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

14. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

15. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiff, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

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

16. **“Approved Claims”** means complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

17. **“Claim Form”** means the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit C**. The Claim Form shall require a sworn and signed/electronically signed affirmation under penalty of perjury but shall not require a notarization or any other form of independent verification. The Claim Form includes both the paper copy of the form and the online form available through the Settlement Website.

18. **“Claims Deadline”** means the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely, and shall be set as a date ninety (90) days after the Notice Date. The Claims Deadline shall be clearly specified in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

19. **“Class Counsel”** means Phillip J. Krzeski of Chestnut Cambronne PA and Wyatt Johnson of Johnson May.

20. **“Claimant”** means a Settlement Class Member who submits a Claim Form by the Claims Deadline.

21. **“Counsel” or “Counsel for the Parties”** means both Class Counsel and Defendant’s Counsel, collectively.

22. **“Court”** shall mean the District Court in the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville, and any Judge assigned to the Litigation at the time of the Order of Preliminary Approval of this Settlement Agreement or the Judgment (defined below).

23. **“Data Breach” or “Data Incident”** means the cyberattack carried out by an unauthorized third parties on INL’s computer systems about which Defendant notified members of the Settlement Class on or about December 12, 2023.

24. “**Days**” means calendar days, except, when computing any period of time prescribed or allowed by this Settlement Agreement, does not include the day of the act, event, or default from which the designated period of time begins to run. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, includes the last day of the period, unless it is a Saturday, a Sunday, or a Federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or Federal legal holiday.

25. “**Defendant**” means Battelle Energy Alliance dba “Idaho National Laboratory” (“INL” or “Defendant”).

26. “**Defendant’s Counsel**” means Laura Balson and Cyle Catlett of Constangy, Brooks, Smith and Prophete, LLP.

27. “**Effective Date**” means the date after all of the following material conditions have been fulfilled:

- a) the Court has entered an Order of Preliminary Approval, the form of which is attached to this Settlement Agreement as **Exhibit D**;
- b) INL has not exercised its option to terminate the Settlement Agreement pursuant to Section VIII;
- c) the Court has entered the Judgment (defined below) granting final approval to the Settlement as set forth herein;
- d) the Judgment has become Final, as defined in Paragraph 31; and
- e) a business day has passed following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Judgment or one (1) business day following entry of an order granting final approval of the settlement if no parties have standing to appeal; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to attorneys’ fees and reimbursement of expenses, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Judgment.

28. “**Extraordinary Expenses**” are those costs borne by a Class member as a result of the Data Incident that are not otherwise reimbursed, and which are other than normal mitigatory

costs. An example of an Extraordinary Expense would be unreimbursed fraud. The Settlement Administrator shall be the sole determiner of whether an expense is Ordinary or Extraordinary.

29. **“Fee and Expense Application”** shall mean the motion to be filed by Class Counsel 14 days prior to the deadline for Settlement Class Members to object to or opt-out from the Settlement, in which they seek approval of an award of attorneys’ fees, as well as Service Awards for the Class Representative.

30. **“Fee Award and Expenses”** means the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Class Counsel.

31. **“Final”** means the Final Approval Order has been entered on the docket, and (1) the time to appeal from such order has expired and no appeal has been timely filed; (2) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (3) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmance of such order(s).

32. **“Final Approval Hearing”** means the hearing before the Court where the Plaintiff may request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award and Expenses, and approving a Service Award to the Class Representative.

33. **“Final Approval Order”** shall mean an order, the proposed form of which is attached as **Exhibit E**, entered by the Court that:

- i. Certifies the Settlement Class pursuant to Rule 23 of the Minnesota Rules of Civil Procedure;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, and entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiffs’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Releases provided in Section IX and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Reserves jurisdiction over the Settlement and this Settlement Agreement;
- vi. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing; and
- vii. Enters final Judgment.

34. “**Frequently Asked Questions**” or “**FAQs**” means questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement.

35. “**Group 1 Settlement Class Members**” shall refer to and mean Settlement Class Members whose respective Social Security number was impacted during the Data Incident.

36. “**Group 2 Settlement Class Members**” shall refer to and mean Settlement Class Members whose respective Social Security number was not impacted during the Data Incident.

37. “**Judgment**” shall mean the final judgment as ordered, adjudged and decreed by the Court in the Litigation in the Final Approval Order.

38. “**Litigation**” shall refer to and mean *Dallimore v. Idaho National Laboratory operated by Battelle Energy Alliance, LLC*, No. CV10-25-0742, in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

39. “**Long Form Notice**” is the content of the Notice substantially in the form attached as **Exhibit B** to this Settlement Agreement that will be posted on the Settlement Website and that will include robust details about the Settlement.

40. “**Notice**” means the notice of this proposed Settlement sent directly to Settlement Class Members, which is to be provided substantially in the manner set forth in this Settlement Agreement in the form attached as **Exhibits A and B hereto**, and is consistent with the requirements of Due Process. The Notice Deadline in this case will be thirty (30) days after the Court enters the Preliminary Approval Order. This definition also includes the content of Paragraph 75, which includes the term “Notice Date.”

41. “**Notice and Administrative Expenses**” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing and evaluating claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing Settlement funds to Settlement Class Members. Notice and Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

42. “**Notice Deadline**” means the last day by which Notice must be issued to the Settlement Class Members, which will occur thirty (30) days after the Court enters the Preliminary Approval Order. The “Notice Deadline” shall mean the same date as to “Notice Date.”

43. “**Objection Deadline**” means the date by which a written objection to this Settlement Agreement by a person within the Settlement Class must be postmarked and/or filed with the Court and sent to the Settlement Administrator to be considered valid, which shall be sixty (60) days after the Notice Date, or such other date as ordered by the Court.

44. “**Opt-Out Deadline**” is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Date.

45. “**Parties**” shall mean Plaintiff and Defendant, collectively.

46. “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

47. “**Plaintiff**” or “**Class Representative**” shall mean the named class representative Jason Dallimore.

48. “**Preliminary Approval Order**” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement. Attached as **Exhibit D**.

49. “**Private Information**” can include, but does not necessarily include, full names, Social Security number, dates of birth, and medical treatment and health insurance information, which is protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

50. “**Related Entities**” means INL’s past or present divisions and related or affiliated entities, and each of INL’s predecessors, successors, assigns, directors, officers, employees, principals, agents, representatives, attorneys, parent companies, holding companies, subsidiaries, contractors, insurers, and reinsurers, and the United States Government, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation.

51. “**Release**” shall have the meaning ascribed to it as set forth in Paragraph 88 of this Settlement Agreement.

52. “**Released Claims**” shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement.

53. “**Released Parties**” shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement.

54. “**Releasors**” shall refer, jointly and severally, and individually and collectively, to Plaintiff, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

55. “**Service Award**” shall have the meaning ascribed to it as set forth in Section X of this Settlement Agreement. The Service Award requested in this matter will be \$5,000 for the Class Representative, subject to Court approval.

56. “**Settlement Administrator**” means Simpluris, Inc., an entity jointly selected and supervised by Class Counsel and Defendant to administer the settlement, pursuant to Section IV of this Settlement Agreement.

57. “**Settlement Class**” or “**Class**” means all individuals residing in the United States whose Private Information was compromised in the Idaho National laboratory’s Data Incident disclosed on or about December 12, 2023. Excluded from the Settlement Class are: (1) the Judge presiding over this Litigation, and members of his direct family; (2) the Defendant and its current or former officers and directors; and (3) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline.

58. “**Settlement Class Member**” means any individual member of the Settlement Class.

59. “**Settlement Class List**” means a list of each Settlement Class Member’s full name and current or last known address and current or last known email address, which Defendant or Defendant’s agent shall provide to the Settlement Administrator within fourteen (10) days of the entry of the Preliminary Approval Order.

60. “**Settlement Payment**” means the payment by the Settlement Administrator from funds provided by Defendant to be made via mailed check and/or electronic payment to a Settlement Class Member with an Approved Claim.

61. “**Settlement Website**” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A-E** (or any forms of these notices that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Consolidated Amended Complaint, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Forms that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a Claim Form, objection, request for exclusion, and the date of the Final Approval Hearing. The Settlement Website is viewed as an important piece of the Notice to Class Members. The Settlement Website will remain active until 120 days after the Effective Date, or until 120 days after the Settlement Administrator has determined that all Settlement funds have been distributed and no further distributions to Settlement Class Members are possible, whichever is later.

62. “**Short Form Notice**” is the postcard notice that will be mailed and emailed to each available Settlement Class Member. Short Form Notice will include a copy of the Claim Form, in the same or substantially similar form as **Exhibit A** hereto.

63. “**United States**” means all fifty states within the United States, the District of Columbia, Puerto Rico, and all territories of the United States, United States overseas military bases, embassies, or other governmental establishment. A Settlement Class Member will be deemed to “reside” in the United States even if they hold temporary residence in a Non-U.S. jurisdiction due to overseas employment or other extenuating circumstance.

64. “**Unknown Claims**” means any of the Released Claims that any Class Member, including Plaintiff, do not know or suspect to exist in his/her favor at the time of the Release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff expressly shall have, and each of the other Class Members shall be deemed to have, and by operation of the Judgment shall have waived and released any right to pursue any possible Unknown Claims against Defendant that arise from or relate to the Data Incident. Class Members may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Parties acknowledge, and Class Members shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part. Unknown Claims additionally includes any principles of law similar to and including Section 1542 of the California Civil Code, which are: 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. For the avoidance of doubt, Settlement Class Members provide acknowledgement, waiver, and release of all Unknown Claims at Paragraph 88 herein.

65. “**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 Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form 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.

IV. SETTLEMENT BENEFITS AND ADMINISTRATION

66. The Settlement provides for relief on a claims-made basis, attorneys' fees and costs subject to Court approval, plus the costs of administration, without limitation other than those imposed by the limits on individual claims, the service award, and the prescribed attorney's fees.

67. The Settlement Administrator will make the following benefits available to Settlement Class Members who submit a valid and timely claim form. Claims will be subject to review for completeness and plausibility by a Settlement Administrator, and Claimants will have the opportunity to seek review by the Counsel, if they dispute the Settlement Administrator's initial determination. Each submission will be vetted by the Claims Administrator through a protocol agreed to by the parties to prevent fraudulent submissions.

68. **Settlement Relief:** All Settlement Class Members may claim Credit Monitoring Services. Group 1 Class members may also be eligible to receive: (A) reimbursement of actual Documented Monetary Losses; and/or (B) a Cash Payment.

A. **Reimbursement of Documented Monetary Losses:** All Group 1 Settlement Class Members may claim reimbursement for associated monetary loss by submitting a claim along with supportive documentation for monetary losses ("Documented Monetary Loss"). To be eligible for reimbursement, Documented Monetary Losses, as further described below, the expenses must be fairly traceable to the Data Incident.

i. **Supporting Documents:** To receive reimbursement for any Documented Monetary Loss, Settlement Class Members must submit supporting documentation of the loss and a description of how the loss is fairly traceable to the Data Incident, if not readily apparent from the documentation. Documented Monetary Losses can be supported with the following evidence: receipts or other documentation not "self-prepared" by the Claimant that demonstrates the reasonable costs actually incurred by the Claimant. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support other submitted documentation.

ii. **Documented Monetary Losses:** Settlement Class Members may submit a claim for documented monetary losses in two categories:

a. **Extraordinary Expenses,** These are costs incurred on or after November 19, 2023 through the Claims Deadline that are fairly traceable to the Data Incident, up to \$5,000 total per individual. Documented Extraordinary Expenses may include, without limitation, the unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified

tax returns, or other possible misuse of Private Information. This list of reimbursable documented Extraordinary Expenses is not meant to be exhaustive, rather it is exemplary.

- b. **Ordinary expenses.** Settlement Class Members may make claims for any documented ordinary unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident. The Claim Form and supporting documentation must demonstrate that: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; (iii) the loss occurred between November 19, 2023 and the date of claim submission; (iv) the Claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance. These expenses may include credit monitoring costs, unreimbursed bank fees, long distance phone charges, postage, fees for credit repair or similar services; and costs associated with freezing or unfreezing credit; or gasoline for local travel. fees for credit repair or similar services; and costs associated with freezing or unfreezing credit; The Settlement Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Data Incident.

B. Credit Monitoring Services: All Settlement Class Members may claim one year of credit monitoring by Experion that includes monitoring by all three of the top credit bureaus in the United States.

C. Cash Payment: Group 1 Settlement Class Members can claim a cash payment of \$75. Group 2 Settlement Class Members are not eligible for a cash payment.

69. **Settlement Administration Fees and Payments:** Defendant will pay the entirety of the Notice and Administrative Expenses. The Parties have solicited competitive bids for the settlement administration fees, and have elected to nominate Simpluris, Inc. for the Court's approval.

70. Within ten (10) days of entry of the Preliminary Approval Order, Defendant or its insurer shall provide to the Settlement Administrator the funds necessary to issue notice to the class. Additional payments to the Settlement Administrator for notice and claims administration shall be made by Defendant or its insurer to the Settlement Administrator based on a payment schedule approved by Defendant and the Settlement Administrator.

71. Within ten (10) days of the Effective Date, or thirty (30) days of the Claims Administrator finalizing all claim approvals, whichever is sooner, Defendant or its insurer shall provide to the Settlement Administrator the funds necessary to fully satisfy all Approved Claims.

72. Within ten (10) days of the Effective Date, Defendant or its insurer shall provide to the Settlement Administrator the funds necessary to fully satisfy the court approved attorneys' fees, costs, and service awards.

73. Within thirty (30) days of the Effective Date, or sixty (60) days of the Claims Deadline, whichever is later, the Claims Administrator shall issue payments to Settlement Class Members for all Approved Claims.

74. The Parties and Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of Settlement funds or otherwise; (ii) the management, investment or distribution of the Settlement funds; (iii) the formulation, design or terms of the disbursement of Settlement funds; (iv) the determination, administration, calculation or payment of any claims asserted; or (v) the payment or withholding of any taxes and tax-related Expenses.

V. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

75. **Notice.** Within ten (10) days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be disseminated via U.S. mail to Settlement Class Members for whom mailing addresses are available or obtainable within reasonable means. The process to issue Notice as described in this paragraph and the creation and maintenance of the Settlement Website shall constitute the "Notice Plan." The date that the notice is sent is the "Notice Date."

76. **Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change) if known at the time of Notice and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

77. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a request for exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. To be valid, a request for exclusion must include the name of the proceeding, the individual's full name, current address, and personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement. The Notice must state that any Settlement Class Member who does not file a timely request for exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. A Settlement Class Member who submits a request for exclusion must waive their

right to object to the Settlement Agreement under Paragraph 78 and lacks standing to assert objections. Any member of the Settlement Class who timely elects to be excluded shall not (i) be bound by any order or the Judgment; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

78. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee and Expense Application by submitting written objections to the Court and serving them on the Claims Administrator no later than the Objection Deadline. To be valid, a written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

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

- a. Creating, administering, and overseeing Settlement funds;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- d. Providing Notice to Settlement Class Members via email to those individuals for whom valid email addresses are available and via U.S. to remaining Settlement Class Members for whom mailing addresses are available or obtainable within reasonable means;
- e. Acquiring credit monitoring codes and sending them to Settlement Class Members;
- f. Establishing and maintaining the Settlement Website;
- g. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and responding to such telephone inquiries within one (1) business day;

- h. Responding to any mailed Settlement Class Member inquiries within no more than three (3) business days;
- i. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- j. Receiving requests for exclusion and objections from Settlement Class Members and providing Counsel a copy thereof no later than three (3) days following the Opt-Out Deadline/Objection Deadline. If the Settlement Administrator receives any requests for exclusion, objections, or other requests from Settlement Class Members after the Opt-Out Deadline / Objection Deadline, the Settlement Administrator shall promptly provide copies thereof to Counsel;
- k. Providing regular status updates to Counsel pertaining to mailing and remailing rates, claims submissions, requests for exclusion, and objections;
- l. After the Effective Date, and prior to activation of credit monitoring codes, sending a reminder email to all Settlement Class Members;
- m. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members who had Approved Claims and purchasing and sending credit monitoring codes;
- n. Providing weekly or other periodic reports to Counsel that include information regarding the number of Settlement Payments mailed and delivered or checks sent via electronic means, Settlement Payments checks cashed, undeliverable information, and any other requested information relating to Settlement Payments.
- o. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a request for exclusion;
- p. Performing any other function related to settlement administration as provided for in this Settlement Agreement or at the agreed-upon instruction of Class Counsel or Defendant's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

80. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order of this Settlement and the occurrence of the Effective

Date.

81. **Preliminary Approval.** Following execution of this Settlement Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties, within thirty (30) days thereof or a date thereafter that is agreeable to the Parties and the Court.

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

83. **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 Settlement Agreement that cannot be resolved by negotiation and agreement by Counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VIII. MODIFICATION AND TERMINATION

84. **Modification.** The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Settlement Agreement.

85. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such non-occurrence to work together in good faith to consider, draft, and submit reasonable modifications of this Settlement Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may, at their sole discretion, terminate this Settlement Agreement on seven days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

86. **Termination.** Defendant may terminate this Settlement Agreement on seven (7)

days written notice to Class Counsel if more than the agreed-upon number of individuals (more than 350 Class Members) submit valid requests for exclusion.

87. **Effect of Termination.** In the event of a termination as provided in this Section VIII, this Settlement Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into this Settlement Agreement or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of Fee Award and Expenses, and/or Service Award shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, CR shall be obligated to pay amounts already billed or incurred for costs of Notice to the Class and Claims Administration.

IX. RELEASES

88. **Release.** Upon entry of the Final Approval Order, Settlement Class Members release, acquit, and forever discharge Defendant and its Related Entities, including any past or present employees, officers, directors, affiliates, contractors, vendors, service providers, and representatives, shareholders, partners, members, managers, owners, heirs, executors, predecessors, successors, assigns, attorneys, parent companies, holding companies, subsidiaries, Defendant's Counsel, insurers (including excess insurers and reinsurers), the United States Government, and/or sureties ("Released Parties") from any and all Released Claims (the "Release"). "Released Claims" shall collectively mean any and all claims, causes of action, complaints and allegations, including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality including, without limitation, claims of negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; intrusion into private affairs; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; breach of the covenant of good faith and fair dealing; and failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, having been asserted presently or in the future, and any other form

of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the complaints filed in the Litigation, defense of the Litigation, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Settlement Agreement) from the beginning of time until the Effective Date of the Settlement Agreement. Released Claims shall include Unknown Claims, as defined in Paragraph 64, that arise from or relate to the Data Incident. Released Claims shall not include the right of any Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Class Members who have timely excluded themselves from the Class. Settlement Class Members waive any principles of law similar to and including Section 1542 of the California Civil Code, which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. Settlement Class Members agree that Section 1542 and all similar federal or state laws, rules, or legal principles of any other jurisdiction are knowingly and voluntarily waived in connection with the claims released in this Settlement Agreement, and agree that this is an essential term of this Settlement Agreement. Settlement Class Members acknowledge that they may later discover claims presently unknown or suspected, or facts in addition to or different from those which they now believe to be true with respect to the matters released in this Settlement Agreement. Nevertheless, Settlement Class Members fully, finally, and forever settle and release the Released Claims against the Released Parties.

89. **Waiver.** Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

90. **Mutual Understanding.** The Parties understand that if the facts upon which this Settlement Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Settlement Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Settlement Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by any Person other than those embodied herein.

91. **Release of Class Representative and Class Counsel.** Upon the Effective Date, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged the Class Representative, Class Counsel, and other counsel appearing for Class Representative in the Litigation, from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to,

any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Litigation, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Settlement Agreement).

92. **Bar to Future Suits.** Upon entry of the Final Approval Order, the Class Representative and other Settlement Class Members and Class Counsel shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendant or based on any actions taken by any of the Released Parties that are authorized or required by this Settlement Agreement or by the Final Approval Order. Likewise, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Class Representative and Class Counsel or based on any actions taken by Class Representative and Class Counsel that are authorized or required by this Settlement Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

X. SERVICE AWARD PAYMENT

93. **Service Award Payment.** At least fourteen (14) days before the Opt-Out Deadline and Objection Deadline, Class Counsel will file a Fee and Expense Application that will include a request for a Service Award payment for the Class Representative in recognition of his contributions to this Litigation in an amount not to exceed \$5,000.00 per representative. Such Service Award payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than fourteen (14) days after the Effective Date.

94. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Service Award payment in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for termination of this Settlement Agreement.

XI. ATTORNEYS' FEES, COSTS, EXPENSES

95. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out Deadline and Objection Deadline, Class Counsel will file a Fee and Expense Application for an award of attorneys' fees not to exceed \$175,000, to be paid to Class Counsel and other counsel appearing for Class Representative in the Litigation. Prior to the disbursement or payment of the Fee Award and Expenses under this Agreement, Class Counsel shall provide to the Settlement Administrator disbursement instructions, properly completed and duly executed IRS Form W-9s, and wire instructions for each firm. Fee Award and Expenses (plus any interest

accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than fourteen (14) days after the Effective Date.

96. **No Effect on Settlement Agreement.** In the event the Court declines to approve, in whole or in part, the Fee Award and Expenses in the amount requested, the remaining provisions of this Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Award and Expenses shall constitute grounds for termination of this Settlement Agreement.

XII. NO ADMISSION OF LIABILITY

97. **No Admission of Liability.** The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Settlement 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.

98. **No Use of Settlement Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Litigation or in any proceeding in any court, administrative agency, or other tribunal.

XIII. MISCELLANEOUS

99. **Integration of Exhibits.** The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Settlement Agreement.

100. **Entire Agreement.** This Settlement Agreement, including all exhibits hereto, shall constitute the entire Settlement Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Settlement Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and where such changes are non-material, the exhibits to this Settlement Agreement may be modified by subsequent agreement of Counsel for the Parties prior to dissemination of Notice to the Settlement Class.

101. **Construction.** For the purpose of construing or interpreting this Settlement Agreement, the Parties agree that this Settlement Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

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

103. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Settlement Agreement, the Parties shall consult with each other in good faith prior to seeking Court intervention.

104. **Governing Law.** The Settlement Agreement shall be construed in accordance with, and be governed by, the laws of the State of Minnesota, without regard to the principles thereof regarding choice of law.

105. **Severability.** In the event that one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of the Settlement Agreement, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision(s) had never been a part of this Settlement Agreement as long as the benefits of this Settlement Agreement to Defendant or the Settlement Class Members are not materially altered, positively or negatively, as a result of the invalid, illegal, or unenforceable provision(s) and as long as the Release Claims are not narrowed or eliminated as a result of the invalid, illegal, or unenforceable provision(s). In the event that the invalid, illegal, or unenforceable provision has this effect, the Parties must cooperate in good faith to amend the Settlement Agreement to diminish or eliminate the effect.

106. **Counterparts.** This Settlement 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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

107. **Notices.** All notices to Class Counsel provided for herein, shall be sent by mail and email to:

Phillip J. Krzeski
Chestnut Cambronne PA
100 Washington Avenue South, Ste. 1700
Minneapolis, MN 55401
pkrzeski@chestnutcambronne.com

All notices to Defendant provided for herein, shall be sent by mail and email to their contact information below:

Laura Balson
Cyle Catlett
Constangy, Brooks, Smith & Prophete, LLP
20 N. Wacker Dr., Ste. 4120

Chicago, IL 60606
lbalson@constangy.com
ccatlett@constangy.com

The notice recipients and addresses designated above may be changed by written notice.

108. **Authority.** Any person executing this Settlement Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party or Parties on whose behalf he or she signs this Settlement Agreement to all of the terms and provisions of this Settlement Agreement.

By: _____ Date: _____
Laura Balson
Constangy, Brooks, Smith & Prophete, LLP
20 N. Wacker Dr., Ste. 4120
Chicago, IL 60606
lbalson@constangy.com
Counsel for Defendant

By: _____ Date: _____
Battelle Energy Alliance
dba Idaho National Laboratory
Defendant

By: _____ Date: _____
Phillip J. Krzeski
Chestnut Cambronne PA
100 Washington Ave. S., Ste. 1700
Minneapolis, MN 55401
Telephone: (612) 339-7300
crenz@chestnutcambronne.com

Counsel for Plaintiff and the Settlement Class

By: _____ Date: _____
Jason Dallimore

Plaintiff

SETTLEMENT TIMELINE

Grant of Preliminary Approval	
CR provides list of Settlement Class Members to the Settlement Administrator	+10 days after Preliminary Approval
CR provides payment for Notice	+10 days after Preliminary Approval
Long Form and Short Form Notices Posted on the Settlement Website	+30 days after Preliminary Approval
Notice Date	+30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	-14 days prior to the Objection Deadline and Opt-Out Deadline
Objection Deadline	+60 days after Notice Date
Opt-Out Deadline	+60 days after Notice Date
Claims Deadline	+90 days after Notice Date
Settlement Administrator Provide List of Objections/Exclusions to Counsel	+7 days after deadline for Opt-Out
Final Approval Hearing	+100 days after Preliminary Approval Order
Motion for Final Approval	-14 Days before Final Approval Hearing
Final Approval	
Effective Date	+1 day after all conditions met pursuant to ¶ 30
Payment of Attorneys' Fees and Expenses Class Representative Service Award	+14 days after Effective Date
Payment of Claims	+30 days of the Effective Date, or +60 days after the Claims Deadline, whichever is later
Settlement Website Deactivation	+120 days after Payment of Claims