

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

RECITALS

WHEREAS, Defendants are non-profit community-based blood centers, collecting and distributing human blood, conducting basic and applied research, and providing public and professional educational activities in the field of transfusion medicine.

WHEREAS, as a pre-condition of donating blood and/or maintaining employment from Defendants, Defendants sometimes collect, maintain, and store the personal and sensitive information belonging to Settlement Class Members.

WHEREAS, on or about January 26, 2025 Defendants became aware of a cybersecurity incident wherein a third party unlawfully breached Defendants' computer systems and network and gained access to the Private Information belonging to certain donors and employees.

WHEREAS approximately 18,487 current or former living employees and approximately 175,335 living donors were notified of the cybersecurity incident consistent with state data breach notification laws. The impacted information for the employees includes name, address, social security, financial information for direct deposit, and other sensitive information. The impacted information for the donors included full name, date of birth, gender, blood type, certain blood test results and other sensitive information.

WHEREAS, following the Data Incident, Defendants began sending formal notification

¹ All capitalized terms herein shall have the same meanings as those defined in Section I below.

letters to the individuals involved.

WHEREAS, on February 5, 2025, Plaintiff Dean filed a complaint against Defendants in the United States District Court for the Southern District of New York, relating to the Data Incident affecting Defendants;

WHEREAS, two other cases related to the Data Incident with similar claims and overlapping classes were filed in the same court;

WHEREAS, on February 17, 2025, Plaintiffs filed an Amended Motion to Consolidate the related actions, and on March 25, 2025, the Court granted the Amended Motion to Consolidate the related actions;

WHEREAS, on March 28, 2025, Plaintiffs filed their Consolidated Class Action Complaint;

WHEREAS, in an effort to conserve resources in this case against a non-profit entity with strained financial and insurance circumstances, for the benefit of the those impacted in the Data Incident, the Parties began discussing settlement;

WHEREAS, in light of the Parties interest in discussing settlement, the Parties agreed to stay proceedings, and on April 1, 2025, Defendants filed a Joint Letter Motion to Stay Proceedings, which the Court granted on April 2, 2025;

WHEREAS, in connection with their settlement discussions, the Parties exchanged informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of victims impacted by the Data Incident, the financial and insurance circumstances of the Defendants, and the specific type of information potentially accessed;

WHEREAS, following prolonged and extensive arm's length negotiations, the Parties

reached an agreement of the essential terms of a settlement;

WHEREAS, Plaintiffs filed a Notice of Voluntary Dismissal without Prejudice, in the consolidated action in the Southern District of New York;

WHEREAS, as part of the essential terms negotiated by the Parties, Plaintiffs filed a class action complaint against Defendants in the Ramsey County District Court for the State of Minnesota on July 22, 2025, captioned *Dean, et al v. New York Blood Center, Inc., et al.*, Case No. 62-CV-25-5975, relating to the aforementioned Data Incident in the venue where one of the named Plaintiff's resides; and

WHEREAS, the Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendants have entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendants do not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and expressly disclaim and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend

this Agreement to bind Plaintiffs, Defendants, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledges, the Parties agree, subject to approval by the Court, as follows:

I. Definitions

1. “**Action**” means the class action lawsuit entitled: *Dean, et al. v. New York Blood Center, Inc., et al.*, Case No. 62-CV-25-5975 filed in the Ramsey County District Court for the State of Minnesota, and all previously filed related lawsuits.²

2. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this agreement, and all exhibits attached hereto, between the Plaintiffs and Defendants.

3. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees, reimbursement for costs, and for the Service Award for the Class Representatives.

4. “**Business Practice Commitments**” means the security improvements and safeguards to enhance existing security protocols that Defendants will undertake as part of the Settlement.

5. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash under Section IV herein.

6. “**Cash Payment A – Documented Losses**” means the Settlement Class Member Benefit consisting of a maximum payment of \$2,500.00 per Settlement Class Member that

² The Parties previously dismissed without prejudice a consolidated putative class action pending in the United State District Court for the Southern District of New York. *Shanell Dean v. New York Blood Center, Inc.*, Case No. 1:25-cv-01051 (the “Dismissed Action”).

Settlement Class Members, who incurred documented losses, may elect pursuant to Section IV herein.

7. “**Cash Payment B – Alternate Cash**” means the Settlement Class Member Benefit consisting of an estimated \$20.00 cash payment per Settlement Class Member, that Settlement Class Members may elect under Section IV herein. This amount may increase or decrease based on the amount of Valid Claims.

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

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

10. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 4*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

11. “**Claim Form Deadline**” shall be ninety (90) days following the Notice Commencement Deadline 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 a Cash Payment.

12. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine which claims are Valid Claims.

13. “**Class Counsel**” means: Leanna A. Loginov of Shamis & Gentile, P.A., Mariya Weekes of Milberg Coleman Bryson Phillips Grossman, PLLC, and Raina Borrelli of Strauss Borrelli PLLC.

14. “**Class List**” means the list of Settlement Class Members provided to the Settlement Administrator by the Defendants for the purpose of effectuating Notice. Defendants shall prepare

and provide the Class List to the Settlement Administrator using information in Defendants' records. To the extent maintained by the Defendants, the Class List shall include the Settlement Class Members' full names, current addresses, and email addresses, if available.

15. **"Class Representatives"** means the Plaintiffs. For the purposes of clarity, each Class Representative will be mailed a data breach notice, care of Class Counsel.

16. **"Complaint"** means the Class Action Complaint filed by Plaintiffs in the Ramsey County District Court for the State of Minnesota.

17. **"Court"** means the Ramsey County District Court for the State of Minnesota, and the Judge(s) assigned to the Action.

18. **"Data Incident"** means the unauthorized access to or acquisition of Plaintiffs' and the Settlement Class's Private Information that Defendants discovered on or about January 26, 2025.

19. **"Defendants"** means New York Blood Center, Inc. and Memorial Blood Centers, collectively, the defendants in the Action.

20. **"Defendants' Counsel"** means Casie D. Collignon of Baker & Hostetler, LLP.

21. **"Effective Date"** means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment, or entry of the Final Approval Order and Judgment if no person or entity has standing to appeal or seek reconsideration; (ii) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; or (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer

subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys' fees, costs, and expenses or Service Award to a Class Representative shall not affect the "Effective Date" or any other aspect of the Final Approval Order and Judgment.

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

23. **"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.

24. **"Final Approval Hearing"** means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

25. **"Final Approval Order"** means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval.

26. **"Long Form Notice"** means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 3* 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.

27. **"Medical Monitoring"** means the one year of medical/data monitoring that Settlement Class members may elect to receive pursuant to Section III herein.

28. **"Motion for Final Approval"** means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

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

30. **“Net Settlement Fund”** means the amount remaining in the Settlement Fund after payment of Settlement Administration Costs, Attorneys’ Fees and Costs, and Service Awards.

31. **“Notice”** means the Postcard Notice, Long Form Notice, Website and Phone Call Center that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

32. **“Notice Commencement Date”** means thirty (30) days following entry of the Preliminary Approval Order. The Notice Commencement Date shall be used for purposes of calculating the Claims Deadline, deadlines concerning the Opt-Out Date and Objection Date, and all other deadlines that flow from the Notice Commencement Date.

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

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

35. **“Objection Deadline”** means the date that is sixty (60) days from the Notice Commencement Deadline and is the last day by which a Settlement Class Member must file an objection.

36. **“Opt-Out Deadline”** means the date that is sixty (60) days from the Notice Commencement Deadline and is the last day by which a Settlement Class Member must submit a request to be excluded from the Settlement.

37. **“Party”** means either Plaintiffs or Defendants, and **“Parties”** means Plaintiffs and

Defendants collectively.

38. “**Plaintiffs**” means Shanell Dean, Jackie De Leon-Wallin, and Allison Storcheyov.

39. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that the Settlement Administrator may disseminate to Settlement Class Members by mail.

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

41. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 5*.

42. “**Private Information**” means names, dates of birth, gender, Social Security numbers, blood type, certain blood test results, financial information for direct deposit, and other sensitive information.

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

44. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

45. **“Released Parties”** means Defendants and each entity which is controlled by, controlling or under common control with Defendants and its past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, Members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees.

46. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

47. **“Service Awards”** means the payment the Court may award the Plaintiffs for serving as Class Representatives, which is in addition which is in addition to the Cash Payment and Medical Monitoring they are entitled to claim as Settlement Class Members.

48. **“Settlement Administrator”** means Simpluris, Inc.

49. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

50. **“Settlement Class”** means all persons residing in the United States who were sent notice that their Private Information was compromised in the Data Incident experienced by Defendants in January 2025. Excluded from the Settlement Class are (a) all persons who are directors, officers, and agents of Defendants; (b) governmental entities; (c) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (d) any judges assigned to this case and their staff and immediate family; and (e) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

51. **“Settlement Class Member”** means any member of the Settlement Class who has not opted-out of the Settlement.

52. **“Settlement Class Member Benefits”** means the Cash Payment and Medical Monitoring that Settlement Class Members may elect in the Settlement.

53. **“Settlement Fund”** means the non-reversionary \$500,000.00, in cash that Defendants are obligated to fund under the terms of the Settlement.

54. **“Settlement Website”** means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, 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 at least six months after Final Approval.

55. **“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.

II. Certification of the Settlement Class

56. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendants agree solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendants shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

III. Settlement Fund

57. Establishment of Settlement Fund. Within twenty-one (21) days of the Effective Date, Defendants shall cause to be deposited the sum of \$500,000.00, into the Escrow Account establishing the Settlement Fund, less any amounts paid by Defendants for Settlement Administration Costs (as invoiced) prior to the Effective Date. The Settlement Fund will be used to pay all Settlement Administration Costs, any Court-awarded attorneys' fees, costs, and Service Awards, and for all Cash Payments to Settlement Class Members, and for the cost of Medical Monitoring. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9 to Defendants within five (5) days of the entry of the Preliminary Approval Order. Following Defendants' payment of the Settlement Fund monies as described in this Paragraph, Defendants shall have no responsibility, financial obligation, or liability whatsoever with respect to the selection of the Settlement Fund account, investment of Settlement Fund account funds, payment of federal, state, and local income, employment,

unemployment, excise, and any other Taxes or Tax-Related Expenses imposed on the Settlement Fund account or its distributions, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund.

58. Payment of Settlement Administration Costs. Any Settlement Administration Costs that are required to be paid prior to the Effective Date will be paid for or caused to be paid directly by Defendants as invoiced. The total amount of Settlement Administration Costs paid prior to the Effective Date shall be treated as if paid from the Settlement Fund and shall reduce the amount that Defendants will be required to pay or cause to be paid into the Settlement Fund after the Effective Date. Any Settlement Administration Costs that are owed after the funding of the Settlement Fund shall be paid directly from the Settlement Fund.

59. The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All interest earned on the Settlement funds shall be for the benefit of the Settlement Class. 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 Defendants, Defendants’ 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. Defendants, Defendants’ Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendants, Defendants’ Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Settlement Consideration

60. When submitting a Claim, Settlement Class members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. Additionally, Settlement Class members may elect to receive Medical Monitoring. If a Settlement Class Member does not submit a Valid Claim or opt-out of the Settlement, the Settlement Class Member will release his or her claims against Defendants without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$2,500.00 per Settlement Class Member upon presentment of documented losses for fraud and identity theft related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Claim A on the Claim Form attesting under penalty of perjury to incurring documenting losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable 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 the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendants or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting an extraordinary loss, or if their Claim is rejected by

the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she only elected Cash Payment B.

b. Cash Payment B – Alternate Cash

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is an alternative cash payment in the amount of \$20.00. This amount may increase or decrease based on the amount of Valid Claims.

c. Medical Monitoring

In addition to electing a Cash Payment, Settlement Class Members may elect to receive one year of Medical Monitoring through CyEx Medical Shield Complete Monitoring. The Medical Monitoring will include dark web monitoring, \$1 million dollars of medical identity theft insurance, real-time authentication alerts, high-risk transaction monitoring, security free assist, and victim assistance.

61. *Pro Rata* Adjustments on Cash Payments

Settlement Class payment for Cash Payment B will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund first for payment of Medical Monitoring, then for Cash Payment B, and then for Cash Payment A. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

62. Business Practice Commitments

Separate from and in addition to the Settlement Fund, Defendants agree to provide written confirmation in the Settlement Agreement to Plaintiffs' Counsel of subsequent remedial measures taken after the Data Incident to protect the continuing interests of Plaintiffs' and Class Members' data security. Costs associated with these data security measures shall be paid by Defendants separate and apart from the Settlement Fund.

V. Settlement Approval

63. Within 10 days of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of 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 Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Leanna A. Loginov, Mariya and Raina Borrelli as Class Counsel; (7) appoint the Plaintiffs as the Class Representatives; (8) appoint Simpluris, Inc. as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendants' Counsel.

VI. Settlement Administrator

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

Process Clause of the United States Constitution and the state of Minnesota.

65. 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, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

66. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms on request from Settlement Class members, 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 Escrow Account approved by the Parties;
- c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;
- d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- e. Establishing and maintaining an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;
- f. Responding to any mailed Settlement Class member inquiries;

- g. Processing all opt-out requests from the Settlement Class;
- h. Providing weekly reports to Class Counsel and Defendants' Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- i. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- j. Distributing, out of the Settlement Fund, Cash Payments by electronic means or by paper check;
- k. Sending Settlement Class Members who elect Medical Monitoring emails instructing how to activate their Medical Monitoring service.
- l. Paying Court-approved attorneys' fees, costs, 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. Any other Settlement administration function at the instruction of Class Counsel and Defendants, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Medical Monitoring access information

have been properly distributed.

VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

67. Defendants will make available to the Settlement Administrator the Class List no later than ten days after entry of the Preliminary Approval Order. To the extent necessary, Defendants will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

68. Within 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.

69. Settlement Class Members shall be sent a Postcard Notice.

70. Once the Postcard Notices are sent, the Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 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.

71. The Notice Program shall be completed no later than 45 days before the initial date set for the Final Approval Hearing.

72. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline; the Objection Deadline; 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 and Defendants' 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.

73. The Settlement Administrator shall establish the Settlement Website no later than the Notice Commencement Deadline. 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.

74. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

75. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service

Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendants' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

- a. the name of the Action: *Dean, et al v. New York Blood Center, Inc., et al.*, Case No. 62-CV-25-5975, pending in the Ramsey County District Court, Minnesota;
- b. the objector's full name, mailing address, telephone number, and email address (if any);
- c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- d. 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;

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

Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

77. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure

would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 60 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.

78. The Notice Program shall be completed no later than 45 days before the initial scheduled Final Approval Hearing.

VIII. Claim Form Process and Disbursement of Settlement Class Member Payments

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

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

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

82. 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. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form

that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

83. 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.

84. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is

later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendants and Class Counsel otherwise agree.

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

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

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

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

88. No person or entity shall have any claim against Defendants, Defendants' 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.

89. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 30 days after the Effective Date.

90. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. In the event of any complications arising in connection with the issuance of an

electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendants' Counsel. Absent specific instructions from Class Counsel and Defendants' Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their right to the funds.

91. The Settlement Administrator will send an email to Settlement Class Members that elected Medical Monitoring with information on how to enroll in Medical Monitoring, including the activation code.

IX. Final Approval Order and Final Judgment

92. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 14 days before the initial 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 Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

93. 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 Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among

other things:

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

X. Service Awards, Attorneys' Fees, and Costs

94. **Service Awards.** Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to \$2,000.00 each, subject to Court approval. Service Awards shall be payable out of the Settlement Fund within twenty-three (23) days after the Effective Date. The Service Awards, at Class Counsel's instruction, shall be payable by the Settlement Administrator either to Class Counsel (on behalf of the Class Representatives) or to the Class Representatives directly. Class Counsel will provide the Settlement Administrator with instructions in advance of the Final Approval Hearing.

95. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for an award of

attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable costs of up to \$20,000.00. The attorneys' fees and cost approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within twenty-three (23) days after the Effective Date. Class Counsel will provide the Settlement Administrator with instructions in advance of the Final Approval Hearing

96. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less 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 all material terms of the Settlement.

XI. Disposition of Residual Funds

97. In the event there are funds remaining in the Settlement Fund 20 days following the 180-day period to cash checks or for Settlement Class Members to select the form of electronic payment, following payment of Settlement Class Member Payments, any residual funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient approved by the Court.

XII. Releases

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

California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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

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

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

100. 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.

XIII. Termination of Settlement

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

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

102. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

103. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Class Counsel and to Defendants' Counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List"). Defendants shall have the option to terminate this Agreement if 25 Settlement Class Members opt out of the Settlement. Defendants shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Paragraph within ten (10) days after the Opt-Out Deadline, or the option to terminate shall be considered waived.

104. 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*.

XIV. Effect of Termination

105. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendants', Defendants' 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.

106. 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.

XV. No Admission of Liability

107. 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. Defendants have denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendants specifically deny that a class could or should be certified in the Action for litigation purposes. Defendants do not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendants have 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.

108. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted 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 Members.

109. 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.

110. 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 Settlement Class Members, 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.

111. In addition to any other defenses Defendants or the Released Parties may have at

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

XVI. Miscellaneous Provisions

112. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Settlement Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendants' Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendants may also provide information about the Settlement Agreement to its attorneys, Members, partners, insurers, reinsurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

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

114. ***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.

115. ***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.

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

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

118. ***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.

119. ***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 Minnesota, without regard to the principles thereof regarding choice of law.

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

Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

121. ***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.

122. ***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:

Leanna A. Loginov
Shamis & Gentile, P.A.
14 NE 1st Avenue, Suite 750
Miami, FL 33132
lloginov@shamisgentile.com

Mariya Weekes
**Milberg Coleman Bryson
Phillips Grossman, PLLC**
201 Sevilla Avenue, Suite 200
Coral Gables, FL 33134
mweekes@milberg.com

Raina Borrelli
Strauss Borrelli PLLC
980 N. Michigan Avenue, Suite 1610

Chicago, IL 60611
raina@straussborrelli.com

If to Defendants or Defendants' Counsel:

Casie D. Collignon
Baker & Hostetler, LLP
1801 California Street, Suite 4400
Denver, CO 80202
ccollignon@bakerlaw.com

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

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

124. ***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.

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

126. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendants 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.

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

128. ***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 and the Settlement Class)

Leanna Loginov

LEANNA A. LOGINOV
SHAMIS & GENTILE, P.A.

Mariya Weekes

MARIYA WEEKES
MILBERG COLEMAN BRYSON
PHILIPS GROSSMAN, PLLC

Raina Borrelli

RAINA BORRELLI
STRAUSS BORRELLI PLLC

**DEFENDANTS NEW YORK BLOOD CENTER, INC.
AND MEMORIAL BLOOD CENTERS**

Shilpi Banerjee

By Shilpi Banerjee
Their Sr. Vice President and General Counsel

**COUNSEL FOR DEFENDANTS NEW YORK BLOOD CENTER, INC.
AND MEMORIAL BLOOD CENTERS**

CASIE D. COLLIGNON
BAKER & HOSTETLER, LLP

Signature Page to Follow

CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)

LEANNA A. LOGINOV
SHAMIS & GENTILE, P.A.

MARIYA WEEKES
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PHILIPS GROSSMAN, PLLC

RAINA BORRELLI
STRAUSS BORRELLI PLLC

**DEFENDANTS NEW YORK BLOOD CENTER, INC.
AND MEMORIAL BLOOD CENTERS**

By
Their

**COUNSEL FOR DEFENDANTS NEW YORK BLOOD CENTER, INC.
AND MEMORIAL BLOOD CENTERS**



CASIE D. COLLIGNON
BAKER & HOSTETLER, LLP

— EXHIBIT 1 —

Blood Centers Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

Dean v. New York Blood Center, Inc., et al.
Case No. 62-CV-25-5975

**IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE JANUARY 2025
NEW YORK BLOOD CENTER, INC. OR
MEMORIAL BLOOD CENTERS
DATA INCIDENT, A PROPOSED CLASS
ACTION SETTLEMENT MAY AFFECT YOUR
RIGHTS AND ENTITLE YOU TO BENEFITS
AND A CASH PAYMENT.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

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



First-Class
Mail
US Postage
Paid
Permit # _____

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»
«Country»

Why am I receiving this notice?

A Settlement has been reached with New York Blood Center, Inc. and Memorial Blood Centers (the “Blood Centers”) in a class action lawsuit (“Settlement”). The case is about the January 2025 cyberattack on the Blood Centers' computers (the “Data Incident”). Files containing private information were accessed. The Blood Centers deny that they did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the class as: “All persons residing in the United States who were sent notice that their Private Information was compromised in the Data Incident experienced by Defendants in January 2025.”

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

What are the Settlement benefits?

You can claim one year of **medical data monitoring** services and **one** of two **cash payment** options.

Option A: If you have documented losses you can get back up to **\$2,500.00** for fraud or identity theft losses.

Option B: *Instead of the cash payment from Option A*, you can get a one-time **\$20.00** payment. This amount may increase or decrease based on the amount of Valid Claims.

www.[SettlementWebsite].com

Full details and instructions are available online.

How do I receive a benefit?

File your claims online.

For a full paper Claim Form call **1-XXX-XXX-XXXX**. Claims must be submitted online or postmarked by **[Claims Deadline]**.

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

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

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The hearing may be held remotely. The Court will also consider Class Counsel's request for attorneys' fees up to \$166,666.66 and costs of up to \$20,000.00, and \$2,500.00 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

— EXHIBIT 2 —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Dean, et al v. New York Blood Center, Inc., et al.

Case No. 62-CV-25-5975

Ramsey County District Court, Minnesota

IF YOU RECEIVED NOTICE THAT YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE JANUARY 2025 NEW YORK BLOOD CENTER, INC. OR MEMORIAL BLOOD CENTERS DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with New York Blood Center, Inc. and Memorial Blood Centers (the “Blood Centers” or “Defendants”) in a class action lawsuit. This case is about the targeted cyberattack on the Blood Centers' computer systems that occurred in January 2025 (the “Data Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as names; dates of birth; gender; Social Security numbers; blood type; certain blood test results; financial information for direct deposit; and other sensitive information.
- The lawsuit is called *Dean, et al v. New York Blood Center, Inc., et al.*, Case No. 62-CV-25-5975. It is pending in the Ramsey County District Court, Minnesota (the “Litigation”).
- The Blood Centers deny that they did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- The Blood Centers' records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from the Blood Centers.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<u> </u> , 2025
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<u> </u> , 2025
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement.	No Deadline

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

WHAT THIS NOTICE CONTAINS

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Basic Information

1. Why was this Notice issued?

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

The lawsuit is called *Dean, et al v. New York Blood Center, Inc., et al.*, Case No. 62-CV-25-5975. It is pending in the Ramsey County District Court, Minnesota. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the companies they sued, New York Blood Center, Inc. and Memorial Blood Centers, are called the “Defendants.”

2. What is this lawsuit about?

This lawsuit alleges that during the January 2025 targeted cyberattack on the Blood Centers' computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; dates of birth; gender; Social Security numbers; blood type; certain blood test results; financial information for direct deposit; and other sensitive information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Shanell Dean, Jackie De Leon-Wallin, and Allison Storchevoy. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “All persons residing in the United States who were sent notice that their Private Information was compromised in the Data Incident experienced by Defendants in January 2025.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) all persons who are directors, officers, and agents of Defendants; (2) governmental entities; (3) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (4) any judges assigned to this case and their staff and immediate family; and (5) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

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

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

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

The Settlement Benefits

7. What does the Settlement provide?

The Blood Centers will establish a Settlement Fund of \$500,000.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for the benefits described below.

All Class Members can claim one year of **medical data monitoring services** and one of two **cash payment** options:

OPTION A: Cash Payment A – Documented Losses

- Get back up to \$2,500.00 for documented losses

OR

OPTION B: Cash Payment B – Alternate Cash

- Receive a one-time \$20.00 cash payment

The benefits are explained in more detail on the following pages.

Medical data monitoring. All Class Members are eligible to enroll in one year of **CyEx Medical Shield Pro**. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

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

Cash Payment A – Documented Losses. If you lost money because of identity theft or fraud, you can get back up to **\$2,500.00**.

You will need to show that:

- the theft or fraud was probably caused by the Data Incident
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between January 26, 2025, and [Claims Deadline].

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

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

Cash Payment B – Alternate Cash. *Instead of Cash Payment A*, you may claim a one-time **\$20.00** payment. No documentation is needed to claim this payment. This amount may increase or decrease based on the amount of Valid Claims.

If there is not enough money in the Settlement Fund to pay all claims, everyone’s cash payments will be reduced *pro rata*. Cash payments may also be increased *pro rata* based on the number of claims made.

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

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

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

If you stay in the class, you won’t be able to be part of any other lawsuit against the Blood Centers about the issues that this Settlement covers. The “Releases” section of the Settlement Agreement (Section XII)

describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

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

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

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

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

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Leanna A. Loginov of Shamis & Gentile, P.A.; Mariya Weekes of Milberg Coleman Bryson Phillips Grossman, PLLC; and Raina Borrelli of Strauss Borrelli PLLC, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve one-third of the \$500,000.00 Settlement Fund as reasonable attorneys' fees (or up to \$166,666.66), and up to \$20,000.00 for reimbursement of litigation costs. This amount will be paid from the Settlement Fund.

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

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

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

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

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

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

- (1) the name of the Litigation: *Dean, et al v. New York Blood Center, Inc., et al.*, Case No. 62-CV-25-5975, pending in the Ramsey County District Court, Minnesota;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Blood Centers Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

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

Commenting on or Objecting to the Settlement

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

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

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

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

- (1) the name of the Litigation: *Dean, et al v. New York Blood Center, Inc., et al.*, Case No. 62-CV-25-5975, pending in the Ramsey County District Court, Minnesota;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- (4) 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;
- (5) 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 Application for Attorneys' Fees, Costs, and Service Award, and whether they will appear at the Final Approval Hearing;
- (6) 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;
- (7) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (8) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (9) the objector's signature (an attorney's signature is not sufficient)

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

Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

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

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	Blood Centers Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958
Class Counsel	Counsel for Defendants
Mariya Weekes	Casie D. Collignon

**Milberg Coleman Bryson
Phillips Grossman, PLLC**
201 Sevilla Avenue, Suite 200
Coral Gables, FL 33134

Baker & Hostetler, LLP
1801 California Street, Suite 4400
Denver, CO 80202

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Central Time, in Room **[Court Room]** of the Ramsey County District Court, Minnesota, at **[Court Address]**. The hearing may be held remotely.

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

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

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

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

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

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

If I Do Nothing

20. What happens if I do nothing at all?

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

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

Getting More Information

21. How do I get more information?

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

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

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

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

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

— EXHIBIT 3 —

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Dean, et al v. New York Blood Center, Inc., et al.

Case No. 62-CV-25-5975

Ramsey County District Court, Minnesota

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: “All persons residing in the United States who were sent notice that their Private Information was compromised in the Data Incident experienced by Defendants in January 2025.”

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendants; (2) governmental entities; (3) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (4) any judges assigned to this case and their staff and immediate family; and (5) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

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

AVAILABLE BENEFITS

The Blood Centers will establish a Settlement Fund of \$500,000.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for the benefits described below.

All Class Members can claim one year of **medical data monitoring services** and one of two **cash payment** options:

OPTION A: Cash Payment A – Documented Losses

- Get back up to \$2,500.00 for documented losses

OR

OPTION B: Cash Payment B – Alternate Cash

- Receive a one-time \$20.00 cash payment

The benefits are explained in more detail below.

Medical data monitoring. All Class Members are eligible to enroll in one year of **CyEx Medical Shield Pro**. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

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

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Dean, et al v. New York Blood Center, Inc., et al.

Case No. 62-CV-25-5975

Ramsey County District Court, Minnesota

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

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

Cash Payment A – Documented Losses. If you lost money because of identity theft or fraud, you can get back up to **\$2,500.00**.

You will need to show that:

- the theft or fraud was probably caused by the Data Incident
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between January 26, 2025, and **[Claims Deadline]**.

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

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

Cash Payment B – Alternate Cash. *Instead of* Cash Payment A, you may claim a one-time **\$20.00** payment. No documentation is needed to claim this payment.

If there is not enough money in the Settlement Fund to pay all claims, everyone's cash payments will be reduced *pro rata*. Cash payments may also be increased *pro rata* based on the number of Valid Claims.

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

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

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT

[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

You may also print out and complete this Claim Form, and submit it by U.S. mail. An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com). **You must submit your Claim Form online, by mail, or by email no later than [Claims Deadline].**

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

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Dean, et al v. New York Blood Center, Inc., et al.

Case No. 62-CV-25-5975

Ramsey County District Court, Minnesota

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

I. CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

II. MEDICAL MONITORING

☐ Check this box if you would like to enroll in one year of medical data monitoring services.

III. CASH PAYMENT A – DOCUMENTED LOSSES

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$2,500.00.

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

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

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

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit www.SettlementWebsite.com

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Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Dean, et al v. New York Blood Center, Inc., et al.

Case No. 62-CV-25-5975

Ramsey County District Court, Minnesota

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

IV. CASH PAYMENT B – ALTERNATE CASH

☐ Check this box if you want to claim a one-time cash payment estimated to be \$20.00.

DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION III.

V. PAYMENT SELECTION

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

☐ **PayPal**

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

☐ **Venmo**

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

☐ **Zelle**

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

☐ **Physical Check**

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

VI. ATTESTATION & SIGNATURE

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

Signature

Printed Name

Date

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

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— EXHIBIT 4 —

**SHENELL DEAN, JACKIE DE LEON-
WALLIN, ALLISON STORCHEVOV,**
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

**NEW YORK BLOOD CENTER, INC. and
MEMORIAL BLOOD CENTERS,**

Defendants.

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

This matter comes before the Court on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Class Notice Plan ("Motion"). The Court has reviewed the Motion and the Settlement Agreement entered into by Plaintiffs Shenell Dean, Jackie De Leon-Wallin, and Allison Storchevoy ("Plaintiffs"), on behalf of themselves and the Class, and Defendants New York Blood Center Inc. ("NYBC"), and Memorial Blood Centers ("MBC") (together with NYBC, "Defendants") (Defendants collectively with Plaintiffs, the "Parties"), and it finds that the Motion should be **GRANTED**.¹

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement and the proposed notice plan, including the Postcard Notice, Long Notice, Settlement Website and Claim Form, the appointment of Plaintiffs Shenell Dean, Jackie De Leon-Wallin, and Allison Storchevoy as the Class Representatives, the

¹ Capitalized terms used herein, but not defined herein, shall have the meaning ascribed to such terms in the Settlement Agreement.

appointment of Class Counsel for Plaintiffs and the Class, the appointment of Simpluris as the Settlement Administrator, the Class Relief provided under the terms of the Settlement Agreement and proposed method of distribution of Settlement Agreement benefits are fair, reasonable and adequate, subject to further consideration at the Final Approval Hearing described below.

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

All persons residing in the United States who were sent notice that their Private Information was compromised in the Data Incident experienced by Defendants in January 2025.

The Class specifically excludes:

- (i) all persons who are directors, officers, and agents of Defendants;
- (ii) governmental entities;
- (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class
- (iv) any judges assigned to this case and their staff and immediate family; and
- (v) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

3. Based upon information provided and solely for settlement purposes, the Court preliminarily finds: the Class is ascertainable and satisfies numerosity; there are common questions of law and fact, including whether Defendants' Data Incident potentially compromised Plaintiffs' and Class Members' personal identifying information and personal health information (collectively, "Private Information"), satisfying commonality; the proposed Class Representatives' claims are typical, in that they are Class Members and allege they received notice from Defendants that their Private Information was potentially compromised in Defendants' Data Incident, thereby alleging they have been damaged by the same conduct as other Class Members; the proposed Class

Representatives and Class Counsel will fully, fairly and adequately protect the interests of the Class; questions of law and fact common to Members of the Class predominate over questions affecting only individual members for settlement purposes; and a class action is superior to other available methods for the fair and efficient adjudication of this Litigation.

4. The Court preliminarily appoints Shenell Dean, Jackie De Leon-Wallin, and Allison Storchey as class representatives.

5. The Court preliminarily appoints Raina Borrelli (Strauss Borrelli PLLC), Leanna A. Loginov (Shamis & Gentile, P.A.), and Mariya Weekes (Milberg Coleman Bryson Phillips Grossman, PLLC), as Class Counsel.

6. The Court appoints Simpluris, Inc. as Settlement Administrator.

7. The Court approves, as to the form and content, the proposed notice plan, including the Postcard Notice, Long Notice, Settlement Website, and Claim Form, as compliant with due process as the notices, form and manner of transmission are reasonably calculated to adequately apprise Class Members of the following:

- (a) a fair summary of the Parties' respective litigation positions,
- (b) statements that the Settlement Agreement and notice of settlement are legitimate and that the Class Members are entitled to benefits under the Settlement Agreement
- (c) the general terms of the settlement set forth in the Settlement Agreement,
- (d) instructions for how to object to or opt-out of the Settlement Agreement,
- (e) instructions for how to obtain the Settlement Agreement benefits,
- (f) the process and instructions for making claims to the extent contemplated herein, and
- (g) the date, time and place of the Final Approval Hearing.

8. The Notice Commencement Date shall be thirty (30) days after the entry of this Order Granting Plaintiffs' Motion for Preliminary Approval Of Class Action Settlement and Class Notice Plan.

9. In order to be a Valid Claim under the Settlement Agreement, a Claim Form must be postmarked or submitted online within (90) days following the Notice Commencement Deadline. The Settlement Administrator will ensure that all specific dates and deadlines are included in the notices and posted on the Settlement Website after this Court enters this Order in accordance with the settlement timeline below.

10. All requests to Opt-Out of the proposed Settlement Agreement must be postmarked to be sent to the Settlement Administrator no later than sixty (60) days following the Notice Commencement Deadline. For an Opt-Out to be valid, the opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class.

11. All objections to the proposed Settlement Agreement must be postmarked to be sent to the Settlement Administrator or filed by Class Members with the Court no later than sixty (60) days following the Notice Commencement Deadline. For an objection to be valid, the written notice of objection shall state: (i) the name of the Action: *Dean, et al v. New York Blood Center, Inc., et al.*, Case No. 62-CV-25-5975, pending in the Ramsey County District Court, Minnesota; (ii) the objector's full name, mailing address, telephone number, and email address (if any); (iii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (iv) 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; (v) 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 Application for Attorneys' Fees, Costs, and Service Award and whether they will appear at the Final Approval Hearing; (vi) 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; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (ix) the objector's signature (an attorney's signature is not sufficient). Additionally, Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

12. Any Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights they may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation—even if they do not submit a Valid Claim.

13. Any Class Member—even if they do not submit a Valid Claim—who did not opt-out of the Settlement Agreement, including Plaintiffs, shall be deemed to have, and by operation

of the Judgment shall have, fully, finally and forever released, relinquished and discharged all Released Claims as against all Released Persons.

14. Based on the foregoing, the proposed form of notice, including the Postcard Notice, Long Notice, Settlement Website and Claim Form are hereby approved.

15. Immaterial revisions to the proposed notice program, including the Postcard Notice, Long Notice, Settlement Website and Claim Form, may also be made prior to dissemination of notice.

16. The Court approves the implementation of the notice plan, including the Postcard Notice, Long Notice, Settlement Website and Claim Form, substantially in the form as presented in the exhibits to the Motion, and finds that such notice program meets the requirements of Minn. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, including emailed or mailed notice at addresses provided by Defendants, the best party available to hold this information, and a Settlement Website, and shall constitute due and efficient notice to all persons or entities entitled to notice.

17. A Final Approval Hearing shall be held before the Court on _____, 2025 at _____ am/pm for the following purposes:

- a. To determine whether the proposed Settlement Agreement on the terms and conditions provided for by the Agreement is fair, reasonable, and adequate to the Class and should be approved by the Court;
- b. To determine whether a Final Approval Order and Judgment, as defined in the Agreement, should be entered;
- c. To determine whether the notice plan as implemented was appropriate and whether the claims process under the Settlement Agreement is fair and reasonable, and should be approved by the Court;
- d. To determine whether Plaintiffs' Motion for Attorneys' Fees, Costs and Expenses, and Service Awards, should be approved; and

e. To rule upon such other matters as the Court may deem appropriate.

18. The Court hereby sets the below schedule for the dissemination of notice to the Class and for the Court's Final Approval Hearing, at which time the Court will determine whether the Settlement Agreement should be finally approved as fair, reasonable and adequate. The Final Fairness Hearing may be held remotely, and if so, instructions will be posted on the Settlement Website.

SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
Defendants provide list of Class Members to the Settlement Administrator	10 days after entry of the Preliminary Approval Order
Notice Commencement Deadline	30 days after entry of the Preliminary Approval Order
Objection & Opt-Out Deadlines	60 days following the Notice Commencement Deadline
Counsel's Motion for Attorneys' Fees, Costs and Expenses, and Class Representative Service Awards	14 days before the Final Approval Hearing
Motion for Final Approval	14 days before the Final Approval Hearing
<u>Final Approval Hearing</u>	To be determined by the Court
Claims Form Deadline	90 days following the Notice Commencement Deadline

19. In the event that the Settlement Agreement, including the releases, are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation, shall jointly file a status report in the Court seeking to reopen the Action and all papers filed, and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so

as to avoid prejudice to any Settling Party or Settling Party's counsel, and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

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

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

IT IS SO ORDERED.

DATED: _____, 2025

The Honorable Reynaldo Aligada
Judge of Ramsey County District Court

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$500K New York Blood Center Settlement Resolves Lawsuit Over 2025 Data Breach](#)
