

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release, effective as of the full execution hereof and the date set forth below, is made and entered into by and among the following Settling Parties (as defined below): (i) G.W. and America Hernandez, as guardian *ad litem* for minors I.H. and J.H. (“Representative Plaintiffs”); and (ii) San Diego Unified School District (“SDUSD”). The Settlement Agreement (as defined below) is subject to Court approval and is intended by the Settling Parties to resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. RECITALS

1.1. SDUSD is a public school district based in San Diego, California.

1.2. This Settlement Agreement (as defined below) relates to a data security incident discovered by SDUSD on or about October 25, 2022, whereby a third-party threat actor gained unauthorized access to SDUSD’s network and infected certain files with ransomware, which according to SDUSD may have, but did not necessarily, include certain Personal Information (as defined below) of Representative Plaintiffs (as defined below) and putative Settlement Class Members (as defined below). While SDUSD was unable to conclusively determine that the unauthorized individual accessed the content of certain exfiltrated files containing Personal Information, SDUSD provided a Notice Letter (as defined below) to individuals whose Personal Information may have impacted in the Data Incident (as defined below).

1.3. This putative class action lawsuit was filed by Plaintiff G.W. on August 21, 2023. This case was consolidated with *America Hernandez v. San Diego Unified School District*, Case No. 37-2023-00046469-CU-NP-CTL, on October 25, 2023 (collectively the “Litigation,” as defined below). A Consolidated Amended Complaint was filed on April 5, 2024. SDUSD filed a demurrer on October 17, 2024, which was sustained in part and overruled in part by the Court on July 10, 2024. A Consolidated Second Amended Complaint was filed on August 19, 2024. On October 17, 2024, SDUSD filed a demurrer to, and motion to strike allegations in, the Consolidated Second Amended Complaint, which is currently pending.

1.4. This Litigation was filed on behalf of both Plaintiffs and a putative class of all natural persons whose data was impacted and/or who received notice of the Data Incident from SDUSD at some point from October 2022 to the present. (*See Consolidated Second Amended Complaint*, ¶ 83.) Settlement Class Members include both current and former students and employees of SDUSD whose Private Information may have been impacted in the Data Incident and who received a Notice Letter from SDUSD at some point from October 2022 to the present.

1.5. The Consolidated Second Amended Complaint alleges that, as a result of the Data Incident, Representative Plaintiffs and Settlement Class Members suffered numerous injuries and would likely suffer additional harm in the future. Representative Plaintiffs' claims for alleged damages and remedies included the following categories of harms: (i) invasion of privacy; (ii) financial costs incurred mitigating the imminent risk of identity theft; (iii) loss of time and loss of productivity incurred mitigating the imminent risk of identity theft; (iv) loss of time and loss of productivity heeding SDUSD's warnings and following its instructions in the Notice Letter; (v) financial costs incurred due to actual identity theft; (vi) the cost of future identity theft monitoring for the Class; (vii) loss of time incurred due to actual identity theft; (viii) loss of time and annoyance due to increased targeting with phishing attempts and fraudulent robocalls; (ix) deprivation of the value of their personal identifying information; and (x) statutory damages.

1.6. Representative Plaintiffs, both individually and on behalf of the Settlement Class (as defined below), assert claims in the Consolidated Second Amended Complaint for (i) violations of the Confidentiality of Medical Information Act (the "CMIA"); (ii) violations of the California Information Practices Act of 1977 (the "IPA"); (iii) invasion of privacy; (iv) negligence and negligence *per se*; (v) breach of confidence; and (vi) declaratory relief. Representative Plaintiffs also seek injunctive relief, equitable relief, monetary damages, and all other relief as authorized in equity or by law.

1.7. On August 20, 2024, the Settling Parties (as defined below) engaged in an all-day, arms-length virtual mediation before Bruce Friedman, Esq. of JAMS, in an attempt to resolve the Litigation. While the Settling Parties made headway in the initial mediation session, the Settling

Parties were unable to reach resolution.

1.8. Prior to mediation, and in response to both formal discovery and informal discovery requests for settlement purposes from Representative Plaintiffs, SDUSD produced documents and information addressing the manner and mechanism of the Data Incident, the number of impacted individuals, SDUSD's notice program and incident response, and security enhancements sufficient for the Settling Parties to make an informed analysis of the strengths and weaknesses of the Litigation.

1.9. In the three months following mediation, the Settling Parties continued to engage in negotiations with the assistance of Mr. Friedman. Ultimately, Mr. Friedman issued a mediator's proposal, and, after several rounds of counterproposals, the Settling Parties accepted terms (excluding attorneys' fees and costs) on November 26, 2024, documented in a terms sheet approved on that date. Thereafter, the Settling Parties continued negotiations to formalize the terms of the settlement set forth in the present Settlement Agreement.

1.10. Pursuant to the terms agreed to and set out below, this Settlement Agreement resolves all actions, proceedings, and claims either asserted or that could be asserted against SDUSD arising out of or related to the Data Incident as set forth in the Release (as defined below), by or on behalf of Settlement Class Members, but excluding the rights of Settlement Class Members who timely and validly Opt-Out from the Settlement Class pursuant to the terms and conditions herein.

1.11. Representative Plaintiffs believe the claims asserted in the Litigation, as set forth in the Consolidated Second Amended Complaint, have merit. However, Representative Plaintiffs and proposed Class Counsel (as defined below) recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against SDUSD through additional motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, particularly against a government entity and in an area of law that remains in a state of development, and thus brings with it a level of uncertainty, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel are highly experienced in class

action litigation, particularly in privacy litigation, and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation specifically. Proposed Class Counsel have thoroughly examined the law and facts relating to the matters at issue, the claims of Representative Plaintiffs and the Settlement Class, and SDUSD's potential defenses, including conducting independent investigation and conferring with counsel for SDUSD on discovery related matters, as well as an assessment of the merits of expected arguments in a motion for class certification and motion for summary judgment. Based on this analysis and investigation, Representative Plaintiffs and proposed Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Settlement Class is afforded important benefits as expediently as possible. They have determined and believe that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of Plaintiffs and the Settlement Class.

1.12. SDUSD denies each and all of the claims and contentions alleged against it in the Litigation. SDUSD denies all wrongdoing or liability associated with the Data Incident alleged, or which could be alleged, in the Litigation. Nonetheless, SDUSD has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, and SDUSD that, subject to the approval of the Court, the Litigation and the Released Claims (as defined below) shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice except as to those Settlement Class Members who timely and validly Opt-Out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

II. DEFINITIONS

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

2.1. “Administrative Costs” means all costs and expenses associated with providing notice of the Settlement Agreement to the Settlement Class, Claims Administration, and otherwise administering and carrying out the terms of this Settlement Agreement.

2.2. “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the Court to proposed Class Counsel for their fees, costs, and expenses in connection with the Litigation. The Attorneys’ Fees and Expenses Award requested by Class Counsel will not exceed \$320,000.

2.3. “Award” means the amount remitted by the Claims Administrator to Settlement Class Members for Valid Claims (as defined below), as provided in Section 5 of this Settlement Agreement.

2.4. “Claims Administration” means the processing and payment of Settlement Claims received from Settlement Class Members by the Claims Administrator.

2.5. “Claims Administrator” means Simpluris, Inc. (“Simpluris”), a company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation.

2.6. “Claims Deadline” means the deadline by which Settlement Class Members must submit any Valid Claims, which the Settling Parties propose be ninety (90) days after the Notice Deadline.

2.7. “Claim Form” means the form that a Settlement Class Member must complete and submit on or before the Claims Deadline in order to be eligible for the benefits described herein. The Claim Form shall be reformatted by the Claims Administrator in order to permit the option of filing of Settlement Claims electronically. The Claim Form shall require a sworn signature or electronic verification under penalty of perjury, but shall not require notarization. The Claim Form shall substantially be in the form as shown in Exhibit A to this Settlement Agreement, as approved

by the Court.

2.8. “Claims Period” means the time for Settlement Class Members to submit Settlement Claims, running from the Notice Deadline through the Claims Deadline, which the Settling Parties propose be ninety (90) days after the Notice Deadline.

2.9. “Class Counsel” means Alan M. Mansfield, Joe R. Whatley, Jr., and Edith M. Kallas of Whatley Kallas LLP; April M. Strauss of April M. Strauss, APC; William J. Doyle and Chris C. Cantrell of Doyle APC; Christopher J. Hamner of Hamner Law Offices, APLC; and Marc J. Levine and Jerid R. Maybaum of Levine & Maybaum LLP.

2.10. “Court” means the Superior Court of the State of California, County of San Diego.

2.11. “Data Incident” means the data security incident discovered by SDUSD on or about October 25, 2022, which SDUSD disclosed to impacted individuals as alleged in the Litigation filed by Representative Plaintiffs, whereby an unauthorized threat actor potentially accessed certain individuals’ Personal Information.

2.12. “Dispute Resolution” means the process that the Claims Administration is to follow to resolve incomplete or otherwise disputed Settlement Claims as set forth in Section 5.

2.13. “Effective Date” means the date by which all of the events and conditions specified in Paragraph 2.14 for the Final Approval Order to become Final have occurred or have been met.

2.14. “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment (as those terms are defined herein); and (iii) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Final Approval Order and Judgment have been affirmed in their entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any Attorneys’ Fees and Expenses Award or Service Award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

2.15. “Final Fairness Hearing” means the final hearing to be conducted by the Court in connection with the determination of the fairness, adequacy and reasonableness of this Settlement Agreement and the proposed settlement of the Litigation.

2.16. “Final Approval Order” means the Court’s Final Approval Order, which, among other things, approves this Settlement Agreement and the settlement as fair, adequate, and reasonable, enters the Judgment, dismisses the Litigation with prejudice, and confirms the final certification of the Settlement Class, substantially in the form attached hereto as Exhibit E.

2.17. “Judgment” means a final judgment ordering and affirming the Release set forth in Section 11 of this Settlement Agreement of the Released Claims against the Released Parties and the dismissal of the Litigation with prejudice, substantially in the form attached hereto as Exhibit F.

2.18. “Litigation” means the lawsuit filed in Case No. 37-2023-00035972-CU-CTL, pending in the Superior Court of the State of California, County of San Diego against SDUSD, which was consolidated with *America Hernandez v. San Diego Unified School District*, Case No. 37-2023-00046469-CU-NP-CTL, on October 25, 2023.

2.19. “Notice” means the notice of settlement that is contemplated by this Settlement Agreement, and which shall include the Long Notice and Summary Notice (as defined below) substantially in the forms as shown in Exhibit B and Exhibit C to this Settlement Agreement, as approved by the Court.

2.20. “Notice Commencement Date” means the date by which the Notice Program shall commence and shall be thirty (30) business days after the entry of the Preliminary Approval Order.

2.21. “Notice Letter” means the initial notification mailed by SDUSD in 2022 and 2023 to potentially impacted individuals following the Data Incident.

2.22. “Notice Program” means the notice program described in Section 7.

2.23. “Objection Deadline” means sixty (60) days after the Notice Deadline.

2.24. “Opt-Out(s)” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion; (ii) who does not rescind that Request for

Exclusion before the Opt-Out Deadline; and (iii) as to which there is not a successful challenge to the Request for Exclusion.

2.25. “Opt-Out Deadline” means the date by which Settlement Class Members must submit their Request for Exclusion in order for it to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Deadline shall be sixty (60) days after the Notice Deadline.

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

2.27. “Personal Information” means information that is alleged to have been exposed, compromised, or accessed during the Data Incident, including names, addresses, dates of birth, health insurance information, direct deposit account information, Social Security numbers, limited individualized education plan participation and billing information.

2.28. “Preliminary Approval Order” means the Court’s order granting, among other things, conditional certification of the Settlement Class, preliminary approval of this Settlement Agreement and the settlement, and approval of the form and method of Notice and the Notice Plan as set forth in Section 7.

2.29. “Related Entities” means SDUSD’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of SDUSD’s predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in the Litigation, other than any Person who is 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.

2.30. “Released Claims” mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including but not limited to any causes of action for: (i) violations of the CMIA; (ii) violations of the IPA; (iii) invasion of privacy; (iv) negligence and negligence *per se*; (v) breach of confidence; (vi) declaratory relief and any other cause of action pled in any of the Complaints in this Litigation; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether such claims are known or Unknown Claims (as defined below), liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative; and any other form of legal or equitable relief that either has been asserted by the Representative Plaintiffs or any Settlement Class Member against any of the Released Parties based on, relating to, concerning, or arising out of the alleged Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in any of the Complaints in this Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of any Person who has timely excluded themselves from the Settlement Class pursuant to Section 8.

2.31. “Released Parties” means SDUSD, its Related Entities, and each of its past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers. Each of the Released Parties may be referred to individually as a “Released Party.” The Settling Parties expressly acknowledge that all Released Parties are intended beneficiaries of this Settlement Agreement.

2.32. “Representative Plaintiffs” means G.W., and America Hernandez in her capacity as guardian *ad litem* for I.H. and G.H.

2.33. “Request for Exclusion” means a fully completed and properly executed written request that is timely delivered to the Claims Administrator by a Settlement Class Member under Section 8 of this Settlement Agreement and is postmarked or submitted through the Settlement Website on or before the Opt-Out Deadline. For a Request for Exclusion to be properly completed and executed, subject to approval by the Court, it must: (i) state the Settlement Class Member’s full name, address, and telephone number; (ii) state the name and number of this case, *G.W., et al. v. San Diego Unified School District, et al.*; Case No. 37-2023-00035972-CU-BT-CTL; (iii) contain the Settlement Class Member’s personal and original signature or the original signature of a person authorized by law to act on the Settlement Class Member’s behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian, or person acting under a power of attorney; and (iv) state the Settlement Class Member’s intent to be excluded from the settlement. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member (*i.e.*, one request is required for every Settlement Class Member seeking exclusion).

2.34. “Service Award” means the funds set forth in Section 7 to the Representative Plaintiffs for their service as Representative Plaintiffs, as approved by the Court. The Service Award requested will be \$10,000 collectively to Representative Plaintiffs, to be allocated as between them by the Court and subject to Court approval, and in addition to any other Settlement benefits Representative Plaintiffs may receive.

2.35. “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

2.36. “Settlement Class Member(s)” means all persons meeting the definition of the Settlement Class set forth in Section 3 who did not timely Opt-Out of the settlement pursuant to Section 8.

2.37. “Settling Parties” means, collectively, SDUSD and Representative Plaintiffs, individually and on behalf of the Settlement Class.

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

2.39. “Settlement Agreement” means this Settlement Agreement and Release.

2.40. “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Representative Plaintiffs, does not know or suspect to exist in their favor at the time of the Release as to the Released Parties that, if known by them, might have affected their settlement with, and Release of, the Released Parties, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code section 1542 (or any similar comparable, or equivalent provision of any federal, state, or foreign law, or principle of common law) which is similar, comparable, or equivalent to 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.

Settlement Class Members, including Representative Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true

with respect to the subject matter of the Released Claims, but Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including Unknown Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which the Release is a part.

2.41. “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or Dispute Resolution process as set forth in Section 5.

2.42. All time periods described in terms of “days” shall be in calendar days unless otherwise expressly stated.

III. SETTLEMENT CLASS

3.1. For settlement purposes only, the Settling Parties agree that the Court should certify the following Settlement Class defined as:

All California residents to whom SDUSD mailed notification that their Personal Information may have been compromised by an unauthorized third party as a result of the Data Incident discovered by SDUSD on or about October 25, 2022.

3.2. Excluded from the Settlement Class are the Court and all members of the Court’s staff, Persons who timely and validly submit a Request for Exclusion from the Settlement Class, and any other Person found by any 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.

3.3. For settlement purposes only, Representative Plaintiffs shall also seek, and SDUSD shall not oppose, the appointment of Alan M. Mansfield, Joe R. Whatley, Jr., and Edith M. Kallas of Whatley Kallas LLP; April M. Strauss of April M. Strauss, APC; William J. Doyle and Chris

C. Cantrell of Doyle APC; Christopher J. Hamner of Hamner Law Offices, APLC; and Marc J. Levine and Jerid R. Maybaum of Levine & Maybaum LLP as proposed Class Counsel and appointment of Representative Plaintiffs as Settlement Class Representatives.

IV. SETTLEMENT CONSIDERATION AND BENEFITS

4.1. SDUSD's Obligations. In consideration for the releases contained in this Settlement Agreement, and as a direct result of the Litigation, and without admitting liability for any of the alleged acts or omissions alleged in the Litigation, and in the interests of minimizing the costs inherent in any litigation, SDUSD shall fund the settlement benefits set forth in Paragraphs 4.2 and 4.3. SDUSD shall also pay for all Administrative Costs in accordance with the Preliminary Approval Order, and Attorneys' Fees and Expenses Award of proposed Class Counsel and Service Award to Representative Plaintiffs in accordance with Section 7.

4.2. Monetary Settlement Benefits. Settlement Class Members, or a minor Settlement Class Member by and through their parent or guardian on file with SDUSD, may make a Settlement Claim for reimbursement of documented ordinary losses, as further described in Paragraphs 4.2.1-4.2.2, and of documented extraordinary losses, as further described in Paragraph 4.2.3. As an alternative to filing a Settlement Claim for reimbursement of documented ordinary losses and/or extraordinary losses, and for credit monitoring/identity theft protection services, Settlement Class Members who are minors as of the full execution of this Settlement Agreement may submit a Settlement Claim by and through their parent or guardian to receive an Alternative Cash Payment, as further described in Paragraph 4.2.4:

4.2.1. *Documented Ordinary Losses.* Settlement Class Members may submit a Settlement Claim for documented out-of-pocket expenses fairly traceable to the Data Incident, up to \$500.00 per individual ("Ordinary Losses"). Ordinary Losses may include: (i) long distance telephone charges; (ii) cell phone minutes (if charged by the minute), Internet usage charges (if charged by the minute or by the amount of data usage and incurred solely as a result of the Data Incident), and text messages (if charged by the message and incurred solely as a result of the Data Incident); (iii) postage; (iv) documented

costs associated with miscellaneous expenses such as notary, fax, postage, copying, and mileage; (v) documented costs associated with credit freezes; (vi) documented costs of credit monitoring services active between October 25, 2022 and the Claims Deadline; (vii) reimbursement of SDUSD's fees incurred by Settlement Class members for the issuance of paper checks between October 25, 2022 and the Claims Deadline; (viii) documented professional fees and other costs incurred to address identity fraud or theft, including, but not limited to, falsified tax returns, new account fraud, existing account fraud, and account takeover; (ix) other documented unreimbursed losses, fees, or charges incurred as a result of identity fraud or theft, including, but not limited to, (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellation or due to over-limit situations. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement. Settlement Class Members may make Settlement Claims for any documented unreimbursed out-of-pocket losses fairly traceable to the Data Incident or to mitigating the effects of the Data Incident. The Claims Administrator shall have discretion to determine whether any claimed loss is fairly traceable to the Data Incident. Settlement Class Members with Ordinary Losses must submit documentation supporting their Settlement Claims. This can include receipts or other documentation that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

4.2.2. *Attested Time Spent.* Settlement Class Members who spent time remedying issues related to the Data Incident can receive reimbursement for up to four (4) hours of lost time at a rate of \$20 per hour with an attestation that they spent the claimed time

responding to issues raised by the Data Incident (“Time Spent”). No documentation other than a description of their actions shall be required for Settlement Class Members to receive compensation for attested Time Spent. Settlement Claims made for Time Spent can be combined with reimbursement for Ordinary Losses subject to a \$500.00 aggregate individual cap (*i.e.*, all amounts recoverable under Paragraphs 4.1.1 and 4.1.2). Time Spent may include: (i) changing passwords on potentially impacted accounts; (ii) monitoring for or investigating suspicious activity on potentially impacted medical, financial, or other accounts; (iii) contacting a financial institution or other provider to discuss suspicious activity; (iv) signing up for identity theft or fraud monitoring; or (v) researching information about the Data Incident, its impact, or how to protect themselves from harm due to the Data Incident. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

4.2.3. *Documented Extraordinary Losses.* Settlement Class Members are eligible for compensation for extraordinary losses resulting from the Data Incident, up to a maximum of \$2,000.00, upon submission of a valid Claim Form and a separate statement, including supporting documentation, sufficient to establish good cause that: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; (iii) the loss occurred between October 25, 2022 and the Claims Deadline; (iv) the loss is not already covered by one or more of the normal reimbursement categories; and (v) the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance (“Extraordinary Losses”). Extraordinary Losses may include, without limitation, the unreimbursed costs, expenses, losses, or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Personal Information. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not

recoverable pursuant to the terms of the Settlement Agreement. The process for reviewing any separate statement and documentation for good cause shall follow the Dispute Resolution Process for claims identified in Section 5.

4.2.4. *Alternative Cash Payment to Minors.* As an alternative to submitting a Settlement Claim for reimbursement of Ordinary Losses, Time Spent, and/or Extraordinary Losses, and/or for Credit Monitoring/Identity Theft Protection (as defined below) (*i.e.*, all amounts and services recoverable under Paragraphs 4.2.1, 4.2.2, 4.2.3, and 4.3), a Settlement Class Member who is under 18 years old as of the full execution of this Settlement Agreement may elect to receive a cash payment of \$40 upon submission of a valid Claim Form by a parent or guardian on file with SDUSD (“Alternative Cash Payment”). A minor Settlement Class Member is not eligible for this payment if their parent or guardian on record with SDUSD submits a claim on their behalf for reimbursement of Ordinary Losses, Time Spent, and/or Extraordinary Losses, and/or Credit Monitoring/Identity Theft Protection. Claimants seeking the Alternative Cash Payment must attest under penalty of perjury that they were a minor as of the full execution of this Settlement Agreement. Notarization shall not be required.

4.3. Credit Monitoring or Identity Theft Protection. Settlement Class Members are eligible to receive one (1) year of credit monitoring or identity theft protection service upon submission of a valid Claim Form (“Credit Monitoring/Identity Theft Protection”). The Settling Parties agree that either TransUnion Credit Monitoring or Identity Defense Complete are adequate services to provide this Credit Monitoring/Identity Theft Protection and agree that SDUSD can decide which product to offer to Settlement Class Members. This Credit Monitoring/Identity Theft Protection is in addition to the two (2) years of credit monitoring and identity theft protection services previously offered by SDUSD to individuals who were notified of the Data Incident. Settlement Class Members must affirmatively request these services by indicating such request on the Claim Form, and codes will be sent either to an e-mail address provided by the Settlement Class Members or, if they do not have an e-mail address, mailed to the address provided on the

Claim Form. The Credit Monitoring/Identity Theft Protection includes one (1) bureau credit monitoring and identity theft insurance up to \$1 million. Settlement Class Members may enroll for Credit Monitoring/Identity Theft Protection whether or not they are eligible for a monetary settlement benefit under Paragraph 4.2.

V. CLAIMS PROCESS

5.1. Settlement Class Members seeking settlement benefits under Section 4 under this Settlement Agreement must complete and submit a Claim Form to the Claims Administrator. To be valid, Settlement Claims must be complete and submitted electronically or postmarked on or before the Claims Deadline.

5.2. The Claims Administrator shall administer and calculate the Settlement Claims submitted by Settlement Class Members. All Settlement Claims must be submitted on or before the Claims Deadline to be deemed timely. The determination by the Claims Administrator of the validity or invalidity of all Settlement Claims shall be binding. The Claims Administrator shall periodically provide proposed Class Counsel and SDUSD's counsel with reports as to both Settlement Claims and distribution, and such persons shall have the right to obtain and review supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

5.3. As proof of class membership, any Person filing a Settlement Claim must attest that they are a Settlement Class Member, or if the Settlement Class Member is a minor, a parent or guardian on file with SDUSD must attest to the same, and also submit either (i) a unique code to be provided by the Claims Administrator based on the approved list of Settlement Class Members to be sent Notice, or (ii) the name and mailing address the Settlement Class Member provided to SDUSD for schooling or employment.

5.4. The Claim Form must: (i) be signed by the Settlement Class Member, or if the Settlement Class Member is a minor, by a parent or guardian on file with SDUSD, with a statement that their claim is true and correct to the best of their belief; and (ii) provide appropriate documentation and/or separate statement(s) where required by the Claim Form. Failure to provide

supporting documentation and/or separate statement(s) as set forth on the Claim Form or by the Claims Administrator shall result in denial of a Settlement Claim. Disputes as to Settlement Claims are to be resolved pursuant to this section.

5.5. As set forth in Paragraph 4.2.4, any Person seeking the Alternative Cash Payment must attest under penalty of perjury that they were a minor as of the full execution of this Settlement Agreement. Notarization shall not be required.

5.6. If a Settlement Class Member files a Settlement Claim for the Alternative Cash Payment in addition to a Settlement Claim for reimbursement of Ordinary Losses, Time Spent, and/or Extraordinary Losses, and/or for Credit Monitoring/Identity Theft Protection, the Settlement Claim will be processed as a Settlement Claim for reimbursement of Ordinary Losses, Time Spent, and/or Extraordinary Losses, and/or for Credit Monitoring/Identity Theft Protection, and the Alternative Cash Payment claim will be denied as duplicative.

5.7. Nothing in this Settlement Agreement shall be construed to provide for a double payment for the same loss or injury that was reimbursed or compensated by any other source.

5.8. Dispute Resolution. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant is a minor for purposes of receiving the Alternative Cash Payment in Paragraph 4.2.4; (iii) the claimant has provided all information needed to complete the Claim Form, including any attestation, unique identifier or name and physical address on record with SDUSD, separate statement, and/or documentation that may be necessary to reasonably support the claimant's class membership and receipt of the settlement benefits in Paragraphs 4.2 and 4.3; and (iv) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed Extraordinary Losses as a result of the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information ("Claim Supplementation") as the Claims Administrator may reasonably require in order to evaluate the claim (*i.e.*, documentation requested on the Claim Form, information

regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof).

5.8.1. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation and/or separate statement to determine whether the claim is valid, the Claims Administrator shall request Claim Supplementation and give the Settlement Class Member fourteen (14) days to cure the defect before rejecting the Settlement Claim. If the defect is not cured, then the Settlement Claim will be deemed invalid and there shall be no obligation to pay the Settlement Claim.

5.8.2. If a Settlement Class Member's request to increase the individual claim cap for Extraordinary Losses does not include a separate statement or supporting documentation, it shall be grounds to deny the claim, but only after giving the Settlement Class Member notice of the defect and an opportunity to cure the defect within thirty (30) days.

5.8.3. Following receipt of additional information requested in Claim Supplementation, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each Settlement Claim. If, after review of the Settlement Claim and all documentation submitted by the claimant, the Claims Administrator determines that such a Settlement Claim is valid, then the Settlement Claim shall be paid. If the Settlement Claim is not valid because the Settlement Class Member has not provided all information or support needed to complete the Claim Form and evaluate the Settlement Claim, then the Claims Administrator may reject the Settlement Claim without any further action.

5.8.4. Settlement Class Members shall have ten (10) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member does not timely accept or reject an offer of partial payment, the Settlement Class Member will be deemed to have accepted such partial payment offer. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have ten (10) days to reconsider its initial adjustment amount and make

a final, non-appealable determination. If the Settlement Class Member approves the final determination, then the approved amount shall be the amount to be paid. If the Settlement Class Member does not approve the final determination within ten (10) days, then the dispute will be determined by the Claims Administrator within an additional ten (10) day period.

5.9. No Person shall have any claim against the Claims Administrator, SDUSD, the Released Parties, or their counsel, Class Counsel, and/or the Representative Plaintiffs based on distribution of claims benefits to Settlement Class Members.

VI. PRELIMINARY SETTLEMENT APPROVAL AND FINAL APPROVAL

6.1. As soon as practicable after the execution of the Settlement Agreement, Class Counsel shall file a motion seeking entry of a Preliminary Approval Order (“Motion for Preliminary Approval”). A proposed Preliminary Approval Order shall be submitted with the Motion for Preliminary Approval and shall be substantially in the form as shown in Exhibit D to this Settlement Agreement. The Motion for Preliminary Approval shall request that the Court, *inter alia*:

6.1.1. Stay all proceedings in the Litigation other than those related to approval of the Settlement Agreement;

6.1.2. Preliminarily certify the Settlement Class for settlement purposes only;

6.1.3. Preliminarily approve the terms of the Settlement Agreement as fair, adequate, and reasonable;

6.1.4. Appoint Representative Plaintiffs as the Settlement Class representatives for settlement purposes only;

6.1.5. Appoint proposed Class Counsel as counsel for the Settlement Class for settlement purposes only;

6.1.6. Approve the Notice Program, as set forth in Section 7 herein and set the dates for the Claims Deadline;

6.1.7. Approve the form and contents of a long form notice (“Long Notice(s)”) to be posted on the Settlement Website substantially in the form attached hereto as Exhibit B, as approved by the Court, and a Summary Notice to be sent via First Class Mail to Settlement Class Members (“Summary Notice(s)”), substantially in the form attached hereto as Exhibit C, as approved by the Court, which together shall include a neutral summary of the Settling Parties’ respective litigation positions, the general terms of the settlement set forth in this Settlement Agreement, instructions for how to object to or submit a Request for Exclusion from the settlement, the process and instructions for filing a Claim Form, and the date, time, and place of the Final Fairness Hearing;

6.1.8. Approve a Claim Form to be used by Settlement Class Members to make a Settlement Claim substantially similar in the form attached hereto as Exhibit A;

6.1.9. Appoint Simpluris as the Claims Administrator;

6.1.10. Set the Notice Deadline, Objection Deadline, Opt-Out Deadline, and Claims Deadline, as well as a deadline for filing a motion for final approval of settlement and for the Attorneys’ Fees and Expense Award and Service Award; and

6.1.11. Schedule the Final Fairness Hearing.

6.2. Class Counsel and SDUSD’s counsel shall request that the Court hold a Final Fairness Hearing after the Notice Program is completed and at least thirty (30) days after the Opt-Out Deadline and Objection Deadline.

6.3. The proposed Final Approval Order and Judgment shall be filed with the motion for final approval or attached as an Exhibit to this Agreement, and shall, among other things:

6.3.1. Determine the Settlement Agreement is fair, adequate, and reasonable;

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

6.3.3. Determine that the Notice Program complies with all applicable laws;

6.3.4. Dismiss all claims in the Litigation with prejudice;

6.3.5. Bar and enjoin any Settlement Class Members who did not timely and validly Opt-Out in accordance with the requirements of this Settlement Agreement from

asserting any of the Released Claims;

6.3.6. Release and forever discharge the Released Parties from the Released Claims as set forth in Section 2.31 of this Settlement Agreement; and

6.3.7. Reserve the Court's continuing and exclusive jurisdiction over SDUSD, Representative Plaintiffs, and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Settlement Agreement in accordance with its terms.

VII. NOTICE PROGRAM

7.1. Within ten (10) business days of the Court's entry of the Preliminary Approval Order, SDUSD will provide the Claims Administrator with a list of Settlement Class Members, which will include, to the extent available, the name and physical mailing address, and email address if available, of each Settlement Class Member. The Claims Administrator shall cause Notice to be disseminated to the Settlement Class Members pursuant to the Preliminary Approval Order and the Notice Program as described below, and in compliance with all applicable laws. For purposes of ensuring confidentiality and in compliance with any and all applicable laws, the Claims Administrator must maintain the list of Settlement Class Members in strict confidence and may not share the list with anyone other than SDUSD, and must enter into appropriate business associate agreements with SDUSD prior to the receipt of any such information.

7.2. Notice shall be provided to the Settlement Class as follows:

7.2.1. Email and Mail Notice. Claims Administrator will work with proposed Class Counsel and counsel for SDUSD to format the Summary Notice for mailing and emailing. Claims Administrator will coordinate the preparation of Summary Notice proofs for proposed Class Counsel and counsel for SDUSD to review and approve.

7.2.2. On the Notice Commencement Date, Claims Administrator will commence emailing the Summary Notice to those Settlement Class Members with a known email address and mailing the Summary Notice to all Settlement Class Members to those without a known email address, or whose email notice bounces back or is otherwise not delivered

to the Settlement Class Member, as set forth below.

7.2.3. Summary Notices by mail will be sent by First-Class Mail to all physical addresses as noted above. In preparation for the notice mailing, within thirty (30) business days of the Preliminary Approval Order, Claims Administrator will send the Settlement Class Member data through the United States Postal Service's ("USPS") National Change of Address ("NCOA") database. The NCOA process will provide updated addresses for Settlement Class Members who have submitted a change of address with the USPS in the last forty-eight (48) months, and the process will also standardize the addresses for mailing. Claims Administrator will then prepare a mail file of Settlement Class Members that are to receive the notice via First Class Mail.

7.2.4. Summary Notices returned by the USPS with a forwarding address will be automatically re-mailed to the updated address provided by the USPS.

7.2.5. At the direction of proposed Class Counsel and counsel for SDUSD, Summary Notices returned by the USPS undeliverable as addressed without a forwarding address will be sent through an advanced address search process in an effort to find a more current address for the record. If an updated address is obtained through the advanced search process, Claims Administrator will re-mail the notice to the updated address. The deadlines for the Objection Date and Opt-Out Date will account for fourteen (14) extra days for that Person to mail to proposed Class Counsel and counsel for SDUSD their written objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

7.2.6. Summary Notices returned by email will be automatically mailed to the Person's known physical address, and will follow the same mailing process discussed in Paragraphs 7.2.3 through 7.2.5. The deadlines for the Objection Date and Opt-Out Date account for fourteen (14) extra days for that Person to mail to proposed Class Counsel and counsel for SDUSD their written objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these

purposes.

7.2.7. Settlement Website. Claims Administrator will work with Class Counsel and counsel for SDUSD to create a dedicated Settlement Website. The Settlement Website URL will be determined and approved by Class Counsel and counsel for SDUSD, and will be accessible to the Settlement Class Members on the Notice Commencement Date. The Settlement Website shall remain active until at least one hundred eighty (180) days after the Effective Date, at which time it may be deactivated. The Settlement Website will contain a summary of the settlement, will allow Settlement Class Members to contact the Claims Administrator with any questions or changes of address, permit the filing of Claim Forms online, provide notice of important dates such as the Final Fairness Hearing, Claims Deadline, Objection Deadline, and Opt-Out Deadline, and provide Settlement Class Members who file Claim Forms online the opportunity to select an electronic payment method or payment by check. The Settlement Website will also contain relevant case documents including the Consolidated Second Amended Complaint, the Settlement Agreement, the Long Notice, the Claim Form, the Preliminary Approval Order, the moving papers in support of the motion for final approval of settlement once filed with the Court, the proposed Final Approval Order, and the proposed Judgment.

7.2.8. Toll-Free Number. The Claims Administrator will also establish a toll-free number for the settlement, which will be available to the Settlement Class Members on the Notice Commencement Date. The toll-free number will allow Settlement Class Members to call and obtain information about the settlement through an Interactive Voice Response System and live operators.

7.2.9. Reminder Notice. Fourteen (14) days before the Claim Deadline, Claims Administrator will send reminder notices (“Reminder Notice(s)”). The Reminder Notice will be sent to Settlement Class Members who have not yet submitted a Claim Form or have not opted out of the settlement. The Reminder Notice will be sent to all Settlement Class Members with a known email address and mailed to the remaining Settlement Class

Members for whom no known or valid email addresses exist.

7.2.10. The Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. The Claims Administrator will complete the provision of notice to the Settlement Class via the Notice Plan by the Notice Deadline.

7.2.11. Contemporaneously with filing a motion for Final Approval of the settlement, Class Counsel shall file with the Court an appropriate affidavit or declaration with respect to the Claims Administrator complying with these provisions.

VIII. OPT-OUT PROCEDURES

8.1. Each Settlement Class Member wishing to exclude themselves from the Settlement Class must individually sign and timely submit a written Request for Exclusion to the address designated by the Claims Administrator or online through the Settlement Website.

8.2. To be effective, a Request for Exclusion must be postmarked by the Opt-Out Deadline. The Request for Exclusion must state: (i) the Settlement Class Members name, address, telephone number, and e-mail address (if any); (ii) the name and number of this case, *G.W., et al. v. San Diego Unified School District, et al.*; Case No. 37-2023-00035972-CU-BT-CTL; (iii) a statement indicating that the Settlement Class Member wishes to be excluded from the settlement; and (iv) the signature of the Settlement Class Member opting out of the settlement.

8.3. Within seven (7) business days after the Opt-Out Deadline, the Claims Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Proposed Class Counsel may file these materials with the Court, with any Private Information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Fairness Hearing.

8.4. All Persons who Opt-Out of the Settlement Class shall not receive any settlement benefits of or be bound by the terms of this Settlement Agreement. All Persons falling within the

definition of the Settlement Class who do not submit a timely and valid Opt-Out request shall be bound by the terms of this Settlement Agreement and the Final Approval Order entered thereon.

8.5. In the event that within ten (10) days after the Opt-Out Deadline as approved by the Court, and there have been more than the percentage, separately agreed to between the Parties, of timely and valid Opt-Outs submitted to the Claims Administrator (which may be supplied to the Court upon request), SDUSD may, by notifying Class Counsel in writing, void this Settlement Agreement. If SDUSD voids the Settlement Agreement pursuant to this paragraph, SDUSD shall be obligated to pay all settlement expenses already incurred, excluding Attorneys' Fees and Expenses of proposed Class Counsel and the Service Award to Representative Plaintiffs, and the Parties shall revert back to their original positions.

IX. OBJECTION PROCEDURES

9.1. Each Settlement Class Member who does not file a valid and timely Request for Exclusion may file with the Court a notice of intent to object to the Settlement Agreement. The Long Notice shall instruct Settlement Class Members who wish to object to the Agreement to file their written objections with the Court and concurrently serve such objections upon:

For Representative Plaintiffs and the Settlement Class:

Alan Mansfield
WHATLEY KALLAS, LLP
16870 W. Bernardo Drive, Suite 400
San Diego, CA 92127

For SDUSD:

Bethany G. Lukitsch
BAKER & HOSTETLER LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067-430

9.2. The Notice shall make clear that the Court can only approve or deny the Settlement Agreement and cannot change the terms. The Notice shall advise Settlement Class Members of the deadline for submission of any objections.

9.3. All such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) the name and number of this case, *G.W., et al. v. San Diego Unified School District, et al.*; Case No. 37-2023-00035972-CU-BT-CTL; (iii) information identifying the objector as a Settlement Class Member, including any proof that the objector is a Settlement Class Member; (iv) a statement as to whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class; (v) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (vi) the identity of any counsel representing the objector; (vii) a statement whether the objector intends to appear at the Final Fairness Hearing, either in person or through counsel, and, if through counsel, identifying that counsel; (viii) a list of all Persons who will be called to testify at the Final Fairness Hearing in support of the objections and any documents to be presented or considered; and (ix) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

9.4. To be timely, written notice of an objection in the appropriate form must be filed or postmarked no later than the Objection Deadline. Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements in this Section 9 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. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of this section.

X. RELEASES

10.1. Upon the Effective Date, each Settlement Class Member, including Representative Plaintiffs, whether or not they have received an Award, will be deemed by operation of this Settlement Agreement and by operation of the Final Approval Order to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted SDUSD and the Released

Parties from any and all of the Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Agreement as provided herein) in which any of the Released Claims are asserted.

10.2. Upon the Effective Date, Representative Plaintiffs and the Settlement Class Members will be deemed by operation of this Settlement Agreement and by operation of the Final Approval Order to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted any claims they may have against Class Counsel that are based upon or arise out of the institution, prosecution, assertion, settlement, or resolution of the Data Incident, the Litigation, or the Released Claims. Any other claims or defenses the Representative Plaintiffs and the Settlement Class Members may have against Class Counsel that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Data Incident, the Litigation, or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

10.3. Upon entry of the Final Approval Order, each Settlement Class Member, including Representative Plaintiffs, shall be barred from initiating, asserting, or prosecuting against SDUSD and any Released Parties any claims that are released by operation of the Settlement Agreement and the Final Approval Order.

XI. PROPOSED CLASS COUNSEL'S ATTORNEYS' FEES AND EXPENSES AWARD; REPRESENTATIVE PLAINTIFFS' SERVICE AWARD

11.1. In connection with requesting final approval of the settlement at the Final Fairness Hearing, Class Counsel will move the Court to approve an award of Attorneys' Fees and Expenses Award not to exceed \$320,000. SDUSD will not object to Representative Plaintiffs' request for an Attorneys' Fees and Expenses Award payment, unless Representative Plaintiffs' request exceeds the terms outlined in this Settlement Agreement.

11.2. Proposed Class Counsel will also request from the Court a Service Award for the Representative Plaintiffs in the amount of \$10,000, to be allocated as approved by the Court between Plaintiffs G.W. and Hernandez, as guardian *ad litem* for I.H. and G.H. SDUSD will not object to Representative Plaintiffs' request for a Service Award payment, unless Representative Plaintiffs' request exceeds the terms outlined in this Settlement Agreement.

11.3. Within fourteen (14) days after entry of the Effective Date, SDUSD shall pay any Attorneys' Fees and Expenses Award and Service Award to an account designated by proposed Class Counsel. Class Counsel shall have sole discretion in allocating such attorneys' fees and costs, and distributing to each participating firm an allocated share of such attorneys' fees and costs to that firm. SDUSD shall have no responsibility for distribution of attorneys' fees or costs among participating firms.

11.4. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the Attorneys' Fees and Expenses Award or the Service Award hereunder shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

11.5. SDUSD shall not be liable for any attorneys' fees and expenses of any Representative Plaintiffs' counsel in the Litigation beyond what is provided for herein.

XII. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

12.1. The Parties' willingness to settle this Litigation on a class-wide basis and to agree to the accompanying certification of the Settlement Class for settlement purposes is dependent on achieving finality in this Litigation and the desire to avoid the expense of this and other litigation. Consequently, the Settling Parties have the right to terminate this Settlement Agreement, declare it null and void, with no further obligations under this Settlement Agreement, unless each of the following conditions occur:

12.1.1. The Court has entered a Preliminary Approval Order;

12.1.2. The Court enters a Final Approval Order;

12.1.3. The Effective Date has occurred; and

12.1.4. The number of Opt-Outs is fewer than the agreed upon threshold of the Settlement Class Members as provided for in Section 8 or SDUSD waives its right under Section 8 to terminate the Settlement Agreement.

12.2. If all of the conditions in Paragraph 12.1 are not fully satisfied and the Effective Date does not occur, this Settlement Agreement may be terminated by any Settling Party by serving on counsel for the opposing Party and filing with the Court a written notice of termination within fourteen (14) calendar days' notice before becoming effective.

12.3. In the event that the Settlement Agreement is not approved by the Court or the Settlement Agreement is terminated in accordance with the terms of Paragraph 12.2: (i) the Settling Parties shall be restored to their respective positions in the Litigation that existed prior to the Effective Date 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 litigant, which extension shall be subject to the decision of the Court; 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, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of any requested Attorneys' Fees and Expenses Award to proposed Class Counsel shall constitute grounds for cancellation or termination of the Settlement Agreement.

XIII. MISCELLANEOUS PROVISIONS

13.1. The Settling Parties and their counsel acknowledge that it is their intent to consummate this Settlement Agreement and agree to undertake their best efforts to effectuate and implement all terms and conditions of this Settlement Agreement, including taking all steps and

efforts contemplated by this Settlement Agreement, and any other steps and efforts which may become necessary by order of the Court or otherwise.

13.2. The individuals signing this Settlement Agreement on behalf of SDUSD represent that they are fully authorized by SDUSD to enter into, and to execute, this Settlement Agreement on its behalf. Proposed Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for SDUSD on behalf of Representative Plaintiffs, and to enter into, and to execute, this Settlement Agreement on behalf of the Settlement Class, subject to Court approval.

13.3. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation and with regard to the Released Parties. The Settlement Agreement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

13.4. Neither the Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim or of any wrongdoing or liability of any of the Released Parties; or (ii) 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 any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Parties may file the Settlement Agreement in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13.5. The Settling Parties agree that this Settlement Agreement, and the Final Order following from the Settlement Agreement, will not prejudice in any way the Settling Parties' right to raise any of the arguments that the Settling Parties made in this case in any future litigation.

13.6. The Settlement Agreement contains the entire agreement between the Settling Parties and supersedes all prior agreements or understandings between them. The terms of the Settlement Agreement shall be construed as if drafted jointly by all Settling Parties to this Settlement Agreement. The terms of the Settlement Agreement shall be binding upon each of the Settling Parties to this Settlement Agreement, their agents, attorneys, employees, successors, and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Settlement Class Member.

13.7. Proposed Class Counsel, on behalf of Representative Plaintiffs and the Settlement Class, and SDUSD's counsel, on behalf of SDUSD, are expressly authorized to take all appropriate actions required or permitted to be taken by the Settling Parties pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Parties which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Parties.

13.8. The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

13.9. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Settling Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Settlement Agreement, and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the

Notice Program and the Claims Administrator, and compliance with the terms of this Settlement. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

13.10. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of California, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California without giving effect to that State's choice of law principles.

13.11. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Settlement Agreement shall continue in full force and effect without said provision to the extent the Parties do not exercise their right to terminate under Section 12.

13.12. All dollar amounts are in United States dollars (USD).

13.13. If a Settlement Class Member opts to receive settlement benefits via mailed check, cashing the settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear substantially the following language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until six (6) months after the Effective Date to request its re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and there shall be no obligation to make payments to the Settlement Class Member for expense reimbursement or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days after the Effective Date, requests for re-issuance need not be honored after such checks become void.

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

13.15. None of the Settling Parties to this Settlement Agreement shall be considered to be the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

13.16. All notices or formal communications under this Settlement Agreement shall be in writing and shall be given (i) by hand delivery; (ii) by registered or certified mail, return receipt requested, postage pre-paid; or (iii) by overnight delivery service to counsel for the Party to whom notice is directed at the following addresses, and also send a copy by electronic mail:

For Representative Plaintiffs and the Settlement Class:

Alan Mansfield
WHATLEY KALLAS, LLP
16870 W. Bernardo Drive, Suite 400
San Diego, CA 92127
amansfield@whatleykallas.com

April M. Strauss
astrauss@sfacfp.com

William J. Doyle
bill@doyleapc.com

Christopher J. Hamner
chamner@hamnerlaw.com

Marc J. Levine
marc@specialpartners.com
For SDUSD:

Bethany G. Lukitsch
BAKER & HOSTETLER LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067-430
blukitsch@bakerlaw.com

Counsel may designate a change of the person to receive written notice or a change of address, from time to time, by giving written notice to all Settling Parties in the manner described in this section.

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Settlement Agreement to be executed on their behalf by their duly authorized officers or counsel of record, all as of the ___ day of May 2025:

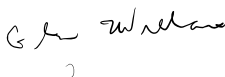
AGREED TO BY:

Andra M. Greene, General Counsel of
SDUSD, on behalf of **SAN DIEGO
UNIFIED SCHOOL DISTRICT**

c/o

Bethany G. Lukitsch
blukitsch@bakerlaw.com
Alexis Cruz
acruz@bakerlaw.com
Melissa Bilancini
mbilancini@bakerlaw.com
BAKER & HOSTETLER LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067-430

Counsel for SDUSD



G.W., Representative Plaintiff

America Hernandez, Representative Plaintiff

c/o

Alan M. Mansfield
amansfield@whatleykallas.com
Joe R. Whatley, Jr.
jwhatley@whatleykallas.com
Edith M. Kallas
ekallas@whatleykallas.com
WHATLEY KALLAS, LLP
16870 W. Bernardo Drive, Suite 400
San Diego, CA 92127

1228 Riverside Drive
Aspen, CO 81611

April M. Strauss
astrauss@sfaclp.com

Counsel may designate a change of the person to receive written notice or a change of address, from time to time, by giving written notice to all Settling Parties in the manner described in this section.

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Settlement Agreement to be executed on their behalf by their duly authorized officers or counsel of record, all as of the ___ day of May 2025:

AGREED TO BY:

Andra M. Greene, General Counsel of
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This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [San Diego Unified School District Settlement Ends Class Action Over Data Breach](#)
