

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO

*G.W., et al. v. San Diego Unified School District*  
Case No. 37-2023-00035972-CU-BT-CTL

**If you are an individual whose personal information was potentially compromised in the Data Incident suffered by San Diego Unified School District on or about October 25, 2022, a class action settlement may affect your rights.**

*A California State Superior Court authorized this Notice. You are not being sued.  
This is not a solicitation from a lawyer.*


- A Settlement has been reached in a class action lawsuit concerning San Diego Unified School District (“SDUSD” or “Defendant”) and a ransomware incident that occurred on or about October 25, 2022 (the “Data Incident”). In the Data Incident, a third-party threat actor group allegedly gained unauthorized access to SDUSD’s systems and infected certain files with ransomware, which may have, but did not necessarily, include the personal identifiable information and/or personal health information of certain SDUSD students and/or employees.
- The lawsuit is titled *G.W., et al. v. San Diego Unified School District*, Case No. 37-2023-00035972-CU-BT-CTL and was consolidated with another related action. The lawsuit is pending in the San Diego County Superior Court of the State of California and asserts claims related to the Data Incident. The Defendant in the lawsuit is SDUSD. SDUSD denies it is or can be held liable for the claims made in the lawsuit. The Settlement does not establish who is correct, but rather is a compromise between the parties to end the lawsuit.
- Members of the Settlement Class are 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. The Settlement Class specifically excludes: (i) the Court and all members of the Court’s staff; (ii) Persons who timely and validly submit a Request for Exclusion from the Settlement Class; (iii) 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.
- Settlement Class Members are eligible to receive up to \$500 per person in reimbursement for Out-of-Pocket Losses stemming from the Data Incident, for persons who file a Valid Claim, as further described below. The Settlement also provides up to \$2,000 for proven monetary Extraordinary Expenses for Settlement Class Members who have incurred Extraordinary Expenses and who submit a Valid Settlement Claim. Settlement Class Members are eligible to receive one (1) year of identity-theft protection and credit monitoring services, which includes one (1) bureau credit monitoring and alerts. This is in addition to the credit monitoring services previously offered to individuals who were notified of the Data Incident. Alternatively, Settlement Class Members who were under 18 years old at the time the Settlement Agreement was executed on May 5, 2025, may elect to receive a cash payment of \$40. To redeem this benefit, a parent or guardian of a minor Settlement Class Members must submit a Claim Form and attest that their dependents were minors and that their parent or guardian did not file a claim for reimbursement of Ordinary

Losses, Time Spent, and/or Extraordinary Losses, and/or Credit Monitoring/Identity Theft Protection.

- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is <b>January 13, 2026</b> .
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	By asking to be excluded, you will not share in this Settlement. This is the only option that allows you to keep any rights to sue Defendant about the same legal claims in this lawsuit. The deadline to exclude from the Settlement is <b>December 15, 2025</b> .
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is <b>December 15, 2025</b> .
<b>ATTEND THE FINAL APPROVAL HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on <b>February 6, 2026, at 9:30 a.m. PT</b> .
<b>DO NOTHING</b>	By doing nothing, you forfeit the opportunity to receive any compensation and you give up any rights to sue Defendant, and certain parties related to Defendant, about claims that either have or could have been asserted based on the facts alleged in this lawsuit.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement available at [www.SDUSDDataSettlement.com](http://www.SDUSDDataSettlement.com).
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and the Order of the Court becomes final.

	For complete information and to file a claim, scan this QR code to go directly to the Settlement website, <b><a href="http://www.SDUSDDataSettlement.com">www.SDUSDDataSettlement.com</a></b>
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## BASIC INFORMATION

### 1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed settlement with SDUSD. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. You may be eligible to receive a cash payment and/or Credit Monitoring/Identity Theft Protection as part of the settlement. This Notice explains the lawsuit, the settlement, and your legal rights.

Judge Marcella O. McLaughlin of the Superior Court of the State of California in and for the San Diego County is overseeing this class action. The case is called *G.W., et al. v. San Diego Unified School District*, Case No. 37-2023-00035972-CU-BT-CTL.

G.W. and the guardian *ad litem* for I.H. and J.H. are the Representative Plaintiffs. The defendant they sued is SDUSD.

### 2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a group of people who have similar claims. Together, this group is called a “Settlement Class” and consists of “Settlement Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

The Plaintiffs claim that SDUSD experienced a targeted ransomware attack that allowed access to SDUSD’s computer systems and data, which may have resulted in the compromise of personal identifiable information and protected health information belonging to students and employees.

SDUSD denies that it is or can be held liable for the claims made in the lawsuit. More information about the complaint in the lawsuit and SDUSD’s responses can be found in the “Court Documents” section of the settlement website at [www.SDUSDDataSettlement.com](http://www.SDUSDDataSettlement.com).

### 4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or SDUSD should win this case. Instead, both sides agreed to this settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will get compensation now rather than years later—if ever. The Representative Plaintiffs and Class Counsel, who were conditionally appointed by the Court as attorneys for the Settlement Class Members, agree the settlement is in the best interests of the settlement Class Members. The settlement is not an admission of wrongdoing by SDUSD.

## WHO IS INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am in the Settlement Class?

You are part of the Settlement as a Settlement Class Member if you are a California resident to whom SDUSD mailed notification that your 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. Eligible Settlement Class Members will have been mailed notice of their eligibility and Settlement Class membership will be verified against that mailing list. If you are still not sure whether you are included, you can contact the Claims Administrator by calling toll-free at **833-417-4899** or by visiting the settlement website at [www.SDUSDDataSettlement.com](http://www.SDUSDDataSettlement.com).

This Settlement Class does not include: (i) the Court and all members of the Court's immediate staff; (ii) Persons who timely and validly submit a Request for Exclusion from the Settlement Class; (iii) 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.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

This Settlement provides reimbursement for the following documented out-of-pocket losses and lost time, if not already reimbursed through any other source and caused by the Data Incident, not to exceed five hundred dollars (\$500) per Settlement Class Member, such as: (i) unreimbursed costs to obtain credit reports; (ii) unreimbursed fees relating to a credit freeze; (iii) unreimbursed card replacement fees; (iv) unreimbursed late fees; (v) unreimbursed over-limit fees; (vi) unreimbursed interest on payday loans taken as a result of the Data Incident; (vii) unreimbursed bank or credit card fees; (viii) unreimbursed postage, mileage, and other incidental expenses resulting from lack of access to an existing account; (ix) unreimbursed costs associated with credit monitoring or identity theft protection purchased prior to the Effective Date, with certification that it was purchased primarily as a result of the Data Incident; and (x) compensation for attested-to unreimbursed lost time spent monitoring accounts, reversing fraudulent charges, or otherwise responding to the Data Incident, at the rate of twenty dollars (\$20) per hour for up to four (4) hours, but only if at least one (1) full hour was spent. Members of the Settlement Class must attest on the Claim Form to the time spent. No documentation other than a verified description of their actions shall be required for members of the Settlement Class to receive compensation for attested time. The total of all amounts recovered under this shall not exceed \$500 per Settlement Class Member.

Additionally, SDUSD shall reimburse, as provided for below, each Settlement Class Member in the amount of his or her proven loss, but not to exceed two thousand dollars (\$2,000) per claim (and only one claim per Settlement Class Member), for a monetary out-of-pocket loss that occurred as a result of the Data Incident if: (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; (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 and identity theft protection. The total of all amounts recovered under this paragraph shall not exceed \$2,000 per Settlement Class Member. Settlement Class Members with claims under this paragraph may also submit claims for benefits for documented out-of-pocket losses and lost time.

QUESTIONS? CALL 833 – 417 - 4899 TOLL-FREE OR VISIT [WWW.SDUSDDATASETTLEMENT.COM](http://WWW.SDUSDDATASETTLEMENT.COM).

Settlement Class Members are eligible to receive one (1) year of identity-theft protection and credit monitoring services from CyEx, which includes one bureau credit monitoring and alerts. This is in addition to the credit monitoring services previously offered to individuals who were notified of the Data Incident. Settlement Class Members must affirmatively request identity-theft protection 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.

Settlement Class Members can enroll for this Credit Monitoring/Identity Theft Protection even if they are not eligible for a monetary recovery under this Settlement.

In the alternative to the above benefits, Settlement Class Members who were under 18 years old at the time the Settlement Agreement was executed on May 5, 2025, may elect to receive a cash payment of forty dollars (\$40). To redeem this benefit, a parent or guardian of a minor Settlement Class Member must submit a Claim Form and attest that their dependents were minors and that their parent or guardian did not file a claim for reimbursement of Ordinary Losses, Time Spent, and/or Extraordinary Losses, and/or Credit Monitoring/Identity Theft Protection.

## HOW TO GET BENEFITS

### 7. How do I make a Claim?

To qualify for a settlement benefit, you must complete and submit a Claim Form. Settlement Class Members who want to submit a Settlement Claim must fill out and submit a Claim Form online at [www.SDUSDDataSettlement.com](http://www.SDUSDDataSettlement.com) or by regular mail. Claim Forms are only available through the settlement website at [www.SDUSDDataSettlement.com](http://www.SDUSDDataSettlement.com).

Claims will be subject to a verification process. You will need the Unique ID provided on the front of your Short Notice to fill out a Claim Form. **All Claim Forms must be received online or postmarked on or before January 13, 2026.**

### 8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for **February 6, 2026, at 9:30 a.m. PT**. If the Court approves the Settlement, eligible Settlement Class Members whose Settlement Claims were approved by the Claims Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient. If you provide the information to the Claims Administrator, eligible claims will be paid to Settlement Class Members electronically unless a Settlement Class Member chooses to receive payment by written check. All checks will expire and become void 90 days after they are issued. If a check becomes void, the Settlement Class Member shall have until one hundred eighty (180) days after the Effective Date of the settlement to request re-issuance.

## THE LAWYERS REPRESENTING YOU

### 9. Do I have a lawyer in this case?

Yes, the Court has appointed Alan M. Mansfield 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 “Class Counsel” to represent the Settlement Class.

QUESTIONS? CALL 833 – 417 - 4899 TOLL-FREE OR VISIT [WWW.SDUSDDATASETTLEMENT.COM](http://WWW.SDUSDDATASETTLEMENT.COM).

## **Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is working on your behalf. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

## **10. Will the lawyers and Class Representatives be paid?**

Class Counsel has agreed to request, and SDUSD has agreed not to oppose, payment to Class Counsel of attorneys' fees, costs, and expenses not to exceed \$320,000. Class Counsel will also request a Service Award Payment of up to \$10,000 collectively to the Plaintiff Representatives.

The Court will determine the amount of any attorneys' fees, costs, and expenses to award Class Counsel and the amount of any service award to the Plaintiff Representatives. The Court may award less than the amounts requested. Whether the settlement will be finally approved does not depend on whether or how much the Court awards in attorneys' fees, costs, and expenses or service awards. You will not be responsible for such payments, and such payments will not reduce the amount of any compensation you may receive.

## **YOUR RIGHTS AND OPTIONS**

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

If you do not exclude yourself from the settlement, you will not be able to sue the SDUSD or certain entities related to SDUSD about the issues in this case, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included release. This is true regardless of whether you submit a Claim Form. You can read the Settlement Agreement at [www.SDUSDDataSettlement.com](http://www.SDUSDDataSettlement.com). However, you may exclude yourself from the settlement (see Question 14). If you exclude yourself from the settlement, you will not be bound by any of the terms of the settlement.

## **12. What happens if I do nothing at all?**

If you do nothing, you will receive no payment under the settlement for any losses incurred as a result of the Data Incident. You will be in the Settlement Class, and if the Court approves the settlement, you will also be bound by all orders and judgments of the Court, the settlement, and its included Releases. You will be deemed to have participated in the settlement and will be subject to the provisions of Section 11 above. Unless you exclude yourself, you will not be able to file a lawsuit or be part of any other lawsuit against SDUSD or certain entities related to SDUSD for the claims or legal issues resolved in this settlement.

## **13. What happens if I ask to be excluded?**

If you exclude yourself from the settlement, you will receive no benefits or payment under the settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgment related to the Settlement Class and SDUSD in this class action.

## **14. How do I ask to be excluded?**

You can ask to be excluded from the settlement. To do so, you must send a letter or exclusion form stating: (1) the name of the proceeding, *G.W., et al. v. San Diego Unified School District*,

Case No. 37-2023-00035972-CU-CTL; (2) your full name; (3) your current address; (4) your personal signature; and (5) the words “Request for Exclusion” or a comparable statement that you do not wish to participate in the settlement. You must mail your exclusion request, postmarked no later than **December 15, 2025**, to the following address:

*G.W., et al. v. San Diego Unified School District*  
c/o Settlement Administrator  
P.O. Box 25191  
Santa Ana, CA 92799

You cannot exclude yourself by phone or email. Each individual who wants to be excluded from the settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

**15. If I do not exclude myself, can I sue Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue SDUSD for the claims being resolved by this settlement even if you do nothing.

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

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

**17. How do I object to the Settlement?**

If you do not exclude yourself from the Settlement Class, you can object to the settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval of the settlement by filing an objection. The objection must be in writing and include (i) the objector’s full name, address, telephone number, and email address (if any); (ii) the case name and docket number, *G.W., et al. v. San Diego Unified School District*, Case No. 37-2023-00035972-CU-CTL; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class such as their Class Member ID; (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Approval Hearing; and (vii) the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative.

To be timely, written notice of an objection containing the above information must be filed by you with the Court and mailed, with a postmark date no later than December 15, 2025, to Class Counsel and to SDUSD’s counsel as set forth below.

<b>Plaintiffs’ Counsel</b>	<b>Defense Counsel</b>
Alan Mansfield <b>WHATLEY KALLAS, LLP</b> 16870 W. Bernardo Drive, Suite 400 San Diego, CA 92127	Bethany G. Lukitsch <b>BAKER &amp; HOSTETLER LLP</b> 1900 Avenue of the Stars, Suite 2700 Los Angeles, CA 90067-430

**18. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT'S FINAL APPROVAL HEARING**

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

The Court will hold the Final Approval Hearing on **February 6, 2026, at 9:30 a.m. PT** in Department C-72 of the San Diego County Superior Court, located at Hall of Justice, Sixth Floor, 330 W. Broadway, San Diego, California. The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Service Award Payment to the Settlement Class Representatives described in Section 10 above.

**Note:** The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the settlement website, [www.SDUSDDataSettlement.com](http://www.SDUSDDataSettlement.com), or through the Court's publicly available docket. You should check the settlement website to confirm the date and time have not been changed.

**20. Do I have to come to the hearing?**

No, but you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as your written objection was filed on time and meets the other criteria described in the settlement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you do not have to.

**21. May I speak at the Hearing?**

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

**GETTING MORE INFORMATION**

**22. Where can I get additional information?**

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement, which is available at [www.SDUSDDataSettlement.com](http://www.SDUSDDataSettlement.com).

YOU MAY CONTACT THE CLAIMS ADMINISTRATOR ONLINE AT [www.SDUSDDataSettlement.com](http://www.SDUSDDataSettlement.com), BY CALLING TOLL-FREE AT, **833-417-4899** OR WRITING TO:

*G.W., et al. v. San Diego Unified School District*  
c/o Settlement Administrator  
P.O. Box 25191  
Santa Ana, CA 92799

**PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR SDUSD WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**



For complete information and to file a claim, scan this QR code to go directly to the Settlement website,

**[www.SDUSDDataSettlement.com](http://www.SDUSDDataSettlement.com)**