

Exhibit A

CLASS ACTION SETTLEMENT AGREEMENT

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT — BUSINESS LITIGATION SESSION 2

IN RE HARVARD MORGUE CASES

Lead Case:

**Nicole MacTaggart, et al. v. President & Fellows of Harvard College, et al., Civil Action No.
2384CV01389-BLS2**

Consolidated Civil Action Nos.:

C2384CV01389-BLS2

2384CV01461-BLS2

2384CV01481-BLS2

2384CV01602-BLS2

2384CV01640-BLS2

2384CV01843-BLS2

2384CV02002-BLS2

2384CV02223-BLS2

2384CV02373-BLS2

2384CV02624-BLS2

2384CV02699-BLS2

2384CV02836-BLS2

2584CV02954-BLS2

2684CV01719-BLS2

I. RECITALS

This Class Action Settlement Agreement (“Agreement”) is entered into by and among Plaintiffs in the above-captioned Actions, individually and on behalf of the Settlement Classes defined herein, and Settling Defendants President and Fellows of Harvard College and Mark F. Cicchetti (hereinafter “Settling Defendants”), subject to approval by the Superior Court of the Commonwealth of Massachusetts, Suffolk County, Business Litigation Session 2.

This Agreement is made in connection with the consolidated proceedings captioned *In re Harvard Morgue Cases*, with lead case *Nicole MacTaggart, et al. v. President & Fellows of Harvard College*, et al., Civil Action No. 2384CV01389-BLS2.

This Agreement is intended to resolve all Released Claims and potential claims that were asserted or could be asserted, arising out of or relating to the Harvard Anatomical Gift Program, including but not limited to claims arising from or relating to the alleged conduct of Cedric Lodge, as set forth herein and subject to Court approval. This Agreement is not intended to release claims against Cedric Lodge.

WHEREAS, multiple civil actions have been filed in the Superior Court of the Commonwealth of Massachusetts, Suffolk County, Business Litigation Session 2, arising out of alleged misconduct relating to human remains donated to, accepted by, handled by, maintained by, or otherwise associated with the Harvard Anatomical Gift Program.

WHEREAS, Plaintiffs filed a Joint Motion to Consolidate Cases for Pretrial Purposes and to Appoint Leadership, requesting consolidation of related cases for pretrial purposes under Mass. R. Civ. P. 42.

WHEREAS, the Joint Motion to Consolidate stated that the cases involved common questions of law and fact arising out of the alleged desecration and mishandling of remains entrusted to Harvard's Anatomical Gift Program.

WHEREAS, the Joint Motion to Consolidate sought consolidation to avoid unnecessary duplication, streamline and simplify proceedings, prevent undue delay, promote efficiency, and secure the just, speedy, and inexpensive determination of the issues.

WHEREAS, the Court allowed the Joint Motion to Consolidate and the consolidated proceedings are captioned *In re Harvard Morgue Cases*, with lead case *Nicole MacTaggart, et al. v. President & Fellows of Harvard College, et al.*, Civil Action No. 2384CV01389-BLS2.

WHEREAS, the alleged facts and circumstances relating to the consolidated proceedings and the claims set forth therein arise out of and relate to Donors' enrollment in Harvard's Anatomical Gift Program and events that are alleged to have occurred in Boston, Massachusetts at the Harvard Medical School, a component of Harvard.

WHEREAS, Plaintiffs allege that Donors and their families entrusted human remains to the Harvard Anatomical Gift Program in the hope and expectation that those remains would be used for medical education, training, research, and related purposes, and that the remains would be treated lawfully, respectfully, and with dignity.

WHEREAS, Plaintiffs allege that some Donors' remains entrusted to Harvard were mishandled, desecrated, dismembered, sold, or otherwise improperly treated in connection with the alleged conduct of former Harvard morgue employee Cedric Lodge.

WHEREAS, Plaintiffs assert claims including, among others, breach of fiduciary duty, tortious interference with remains, negligence, negligent infliction of emotional distress, breach of contract, unjust enrichment, and requests for equitable, injunctive, and declaratory relief.

WHEREAS, Settling Defendants deny liability, deny wrongdoing, deny that Plaintiffs or any Settlement Class Member is entitled to recover, and deny that any class should be certified except for settlement purposes.

WHEREAS, Settling Defendants contend that Plaintiffs face significant legal and factual obstacles in litigation, including issues relating to Settling Defendants' liability, causation, standing, the Massachusetts Uniform Anatomical Gift Act, charitable cap defenses, class certification, and damages.

WHEREAS, Plaintiffs contend that Settling Defendants' conduct caused substantial harm to Donors' families and that Class Members, as defined below, should receive relief through this Agreement.

WHEREAS, the Parties have engaged in extensive arm's-length negotiations and have reached this Agreement after considering the risks, burdens, costs, delay, uncertainty, and expense of further litigation.

WHEREAS, the Parties agree that the Agreement shall be structured as a class action settlement and submitted to the Court for approval.

WHEREAS, the Parties agree that all material settlement terms shall be set forth in this Agreement and that the Parties shall negotiate and implement the class action settlement in good faith.

NOW, THEREFORE, in consideration of the mutual promises, covenants, releases, and obligations set forth herein, as well as the good and valuable consideration provided for herein, and subject to Court approval, the Parties agree as follows:

II. DEFINITIONS

For purposes of this Agreement, the following definitions apply:

1. Action or Actions

Action or Actions means the consolidated proceedings pending in the Superior Court of the Commonwealth of Massachusetts, Suffolk County, Business Litigation Session 2, under the caption *In re Harvard Morgue Cases*, with lead case *Nicole MacTaggart, et al. v. President & Fellows of Harvard College, et al.*, Civil Action No. 2384CV01389-BLS2, including the Consolidated Cases and any later-filed, transferred, coordinated, consolidated, or related action included by Court order, stipulation, or this Agreement.

2. Additional Consideration

Additional Consideration means any additional consideration agreed to by the Parties and approved by the Court, including but not limited to the measures specified in **Section XII**, and subject to the Court's final approval.

3. Agreement

Agreement means this Class Action Settlement Agreement, including all exhibits, amendments, notices, claim forms, allocation plans, releases, orders, and related documents approved by the Court.

4. Allocation Plan

Allocation Plan refers to the plan for distributing Settlement Funds described in **Section VIII** and in Exhibit 1 hereto.

5. Anatomical Gift

Anatomical Gift means the donation, intended donation, transfer, entrustment, or acceptance of a human body for education, research and the advancement of medical and dental science or therapy.

6. Anatomical Gift Program or "AGP"

Anatomical Gift Program or **AGP** means the Anatomical Gift program operated by or through Harvard Medical School through which human bodies or remains were donated, accepted, received, stored, embalmed, used, transferred, cremated, returned, buried, or otherwise handled for education, research and the advancement of medical and dental science or therapy.

7. Anatomical Gift Program Designee or AGP Designee

Anatomical Gift Program Designee or **AGP Designee** means (a) a person identified by the Donor in the Instrument of Anatomical Gift, AGP paperwork, Harvard records, or other written or electronic record as the person authorized or designated to communicate with Harvard, make decisions, receive Cremated Remains, direct final disposition, or otherwise act regarding the Donor's Anatomical Gift, and/or (b) a person to whom Harvard addressed correspondence regarding the subject matter of the Actions on or about June 14, 2023 and/or on or about December 7, 2023.

8. Award

Award means any payment from the Settlement Funds to a Claimant pursuant to this Agreement, the Allocation Plan, and Court approval.

9. Claimant

Claimant means a Settlement Class Member who submits a Claim Form.

10. Claim Form

Claim Form means the Court-approved form by which a Settlement Class Member seeks an Award from one or more Settlement Funds. A copy of the proposed Claim Form is attached at Exhibit 2.

11. Class Counsel

Class Counsel or **Plaintiffs' Counsel** means counsel appointed by the Court to represent Plaintiffs and the Settlement Classes for purposes of the Settlement, including Plaintiffs' Co-Lead Counsel, Plaintiffs' Liaison Counsel, and any Plaintiffs' Steering Committee or other counsel appointed by the Court.

12. Class Notice

Class Notice means the Court-approved notice or notices to be provided to Settlement Class Members describing the Settlement, the Settlement Classes, the Settlement Funds, the Allocation Plan, the claims process, the right to object, the release, the Final Approval Hearing, and other material information. Copies of the Parties' proposed Class Notices are attached as Exhibits 3.

13. Consolidated Cases

Consolidated Cases means the cases consolidated for pretrial purposes in the Superior Court, Business Litigation Session 2, including:

- a. *MacTaggart, et al. v. President & Fellows of Harvard College, et al.*, Civil Action No. 2384CV01389-BLS2;
- b. *Wilder, et al. v. President & Fellows of Harvard College, et al.*, Civil Action No. 2384CV01461-BLS2;
- c. *Ray, et al. v. President & Fellows of Harvard College, et al.*, Civil Action No. 2384CV01481-BLS2;
- d. *Weiss, et al. v. President & Fellows of Harvard College, et al.*, Civil Action No. 2384CV01602-BLS2;

- e. *DePalma, et al. v. President & Fellows of Harvard College, et al.*, Civil Action No. 2384CV01640-BLS2;
- f. *Brophy v. President & Fellows of Harvard College, et al.*, Civil Action No. 2384CV01843-BLS2;
- g. *Johnson, et al. v. President & Fellows of Harvard College, et al.*, Civil Action No. 2384CV02002-BLS2;
- h. *Beckett, et al. v. President & Fellows of Harvard College, et al.*, Civil Action No. 2384CV02223-BLS2;
- i. *Lombardi v. President & Fellows of Harvard College, et al.*, Civil Action No. 2384CV02373-BLS2;
- j. *Casadonte v. President & Fellows of Harvard College, et al.*, Civil Action No. 2384CV02624-BLS2;
- k. *Newton v. President & Fellows of Harvard College, et al.*, Civil Action No. 2384CV02699-BLS2;
- l. *Servizio v. President & Fellows of Harvard College, et al.*, Civil Action No. 2384CV02836-BLS2;
- m. *Ozinga, et al. v. President & Fellows of Harvard College, et al.*, Civil Action No. 2584CV02954-BLS-2; and
- n. *Cuddy v. President & Fellows of Harvard College et al.*, Civil Action No. 2684CV01719-BLS-2; and
- o. any additional filed, transferred, coordinated, consolidated, or related action included by Court order, stipulation, or this Agreement, if intended by the Parties and approved by the Court.

14. Consolidated Proceedings

Consolidated Proceedings means the proceedings arising from the Court's allowance of Plaintiffs' Joint Motion to Consolidate Cases for Pretrial Purposes and to Appoint Leadership, including consolidation of related Harvard Morgue cases for pretrial purposes and appointment of Plaintiffs' leadership counsel.

15. Court

Court means the Superior Court of the Commonwealth of Massachusetts, Suffolk County, Business Litigation Session 2, or any other court exercising jurisdiction over the Actions for purposes of settlement approval, administration, enforcement, or related proceedings.

16. Cremated Remains

Cremated Remains means ashes, cremains, or other remains resulting from the cremation of a Donor's body or remains.

17. Defendants

Defendants means the defendants named in the Consolidated Cases, including President and Fellows of Harvard College, Mark F. Cicchetti, Tracey Fay, Cedric Lodge, and any other named defendant, as applicable.

18. Donor

Donor means any deceased person whose body or remains were donated, entrusted, delivered, accepted, received, maintained, stored, embalmed, used, studied, dissected, transferred, cremated, returned, buried, or otherwise handled by or through the Harvard Anatomical Gift Program.

19. Effective Date

Effective Date means the later of (a) forty-five (45) days following the entry of the Final Approval Order entering Final Judgment and approving the Agreement (or if the 45th day falls on a weekend or a holiday, the next business day), if no appeal is taken of such Final Approval Order (other than an appeal only concerning the Court's award of Plaintiffs' Counsels' attorneys' fees and expenses), and only if Harvard has funded the \$52,500,000 Primary Settlement Fund and the \$500,000 Pre-2018 Settlement Fund in accordance with Section V (A) and (B) herein, or (b) fifteen days after the Court's entry of a final order and judgment approving the Agreement after any and all appeals from the Final Approval Order are resolved (other than an appeal only concerning the Court's award of Plaintiffs' counsels' attorneys' fees and expenses), and only if Harvard has funded the \$52,500,000 Primary Settlement Fund and the \$500,000 Pre-2018 Settlement Fund in accordance with Section V (A) and (B) herein.

20. Final Approval Hearing

Final Approval Hearing means the hearing at which the Court considers whether to grant final approval of the Settlement, certify the Settlement Classes for settlement purposes, approve the Allocation Plan, approve Class Counsel's application for fees and expenses, approve any service awards, approve the release, enter judgment, and grant such other relief as may be appropriate.

21. Final Judgment

Final Judgment means the Court's Order entering Final Judgment in the Actions and dismissing the Released Claims in the Actions with prejudice.

22. Final Approval Order

Final Approval Order means the Court's order and judgment finally approving the Settlement, certifying the Settlement Classes for settlement purposes, approving notice,

approving the claims process, approving the Allocation Plan, approving the release, dismissing the Released Claims with prejudice, entering Final Judgment and retaining jurisdiction to enforce this Agreement.

23. Harvard

Harvard means President and Fellows of Harvard College, including, as applicable, Harvard Medical School, the Harvard Anatomical Gift Program, and all entities, departments, programs, units, divisions, agents, representatives, employees, and personnel acting on its behalf or within the scope of the Released Parties definition.

24. Instrument of Anatomical Gift

Instrument of Anatomical Gift means the form or other document by which a Donor or authorized person authorized the donation of a Donor's body or remains to the Harvard Anatomical Gift Program.

25. Net Settlement Fund

Net Settlement Fund shall mean those funds remaining in each Settlement Fund, as described below, after subtracting the attorneys' fees and expenses awarded by the Court in ruling on Class Counsels' Application for Fees and Costs if there is no appeal of the Court's order. If there is an appeal from the Court's award of Fees and Costs, then the amounts available for the net settlement fund shall be subject to the provision of **Section IX, subsection B**, which reserves disputed amounts from distribution to Class Members and Class Counsel until final resolution of legal proceedings regarding Class Counsel's Fees and Expenses.

26. Notice Date

Notice Date means the date on which Class Notice is first mailed, emailed, published, or otherwise disseminated pursuant to the Court-approved Notice Plan.

27. Objection Deadline

Objection Deadline means the Court-approved deadline for Settlement Class Members to submit written objections to the Settlement, the Allocation Plan, Class Counsel's Fees and Costs application, service awards, or any other matter subject to Court approval.

28. Parties

Parties means Plaintiffs, individually and on behalf of the Settlement Classes, and Settling Defendants **President and Fellows of Harvard College** and **Mark F. Cicchetti**.

29. Plaintiffs

Plaintiffs means the named plaintiffs in the Actions, individually and in their proposed representative capacities.

30. Plaintiffs' Co-Lead Counsel

Plaintiffs' Co-Lead Counsel means Jeffrey N. Catalano of Keches Law Group, P.C. and Shannon Pennock of Morgan & Morgan, or such other counsel as the Court may appoint.

31. Plaintiffs' Liaison Counsel

Plaintiffs' Liaison Counsel means Leo Boyle of Meehan Boyle/ A Keches Law Firm, or such other counsel as the Court may appoint.

32. Plaintiffs' Steering Committee

Plaintiffs' Steering Committee means the committee of plaintiffs' counsel appointed by the Court to assist Co-Lead Counsel and Liaison Counsel, including Thomas E. Flaws, Joseph G. Sauder, Bryan Lentz, James Peterson, Kevin McCullough, Edward F. Haber, and Charles LaDuca, or such other counsel as the Court may appoint.

33. Pre-2018 Settlement Class Representative

Pre-2018 Settlement Class Representative is Plaintiff Scott Cavanagh.

34. Pre-2018 Settlement Fund

Pre-2018 Settlement Fund means the \$500,000 all-in fund established for claims of the Pre-2018 Settlement Class.

35. Primary Settlement Class Representatives

Primary Settlement Class Representatives are the Plaintiffs Nicole MacTaggart and Glenn Wilder, Jr..

36. Primary Settlement Fund

Primary Settlement Fund means the \$52,500,000 all-in fund established for claims of the Primary Settlement Class.

37. Qualified Settlement Fund or QSF

Qualified Settlement Fund or QSF means one or more settlement accounts established under 26 U.S.C. § 468B to hold, administer, invest, and distribute the Settlement Funds pursuant to this Agreement and Court orders.

38. Released Claims

Released Claims means any and all known and unknown claims, complaints, charges, causes of action, demands, rights, liabilities, damages, costs, expenses, attorneys' fees, equitable claims, declaratory claims, injunctive claims, claims based upon any contract, whether express or implied, oral or written, and any potential claims of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, that were asserted or could have been asserted, arising out of or relating to the Anatomical Gift Program and/or the subject matter of the Actions, including but not limited to the solicitation, acceptance, custody, storage, embalming, use, dissection, handling, supervision, monitoring, security, cremation, burial, return,

disposition, alleged mishandling, alleged desecration, alleged sale, or alleged improper treatment of Donors' bodies, remains, anatomical material, or Cremated Remains, and including but not limited to claims arising out of or relating to the alleged conduct of Cedric Lodge.

39. Released Defendants

Released Defendants means those Defendants and related persons or entities expressly released under this Agreement and the Final Approval Order.

40. Released Parties

Released Parties means Settling Defendants President and Fellows of Harvard College and Mark F. Cicchetti, and their respective current and former trustees, fellows, overseers, officers, faculty, directors, employees, agents, attorneys, insurers, reinsurers, representatives, departments, programs, divisions, affiliates, predecessors, successors, heirs and assigns.

Unless expressly agreed by the Parties and approved by the Court, Released Parties does not include Cedric Lodge, Denise Lodge, or any person convicted of a criminal offense for having purchased or trafficked human remains originating from the Anatomical Gift Program, provided that claims against these non-Released Parties may proceed only against these persons personally, and any potential direct or indirect liability that the Released Parties allegedly may have had for any such conduct is released.

41. Releasing Persons

Releasing Persons means all Plaintiffs and Settlement Class Members, as well as their agents, representatives, attorneys, successors, heirs and assigns.

42. Removal Receipt Date

Removal Receipt Date means the date on which a Donor's body departed

from the morgue at Harvard Medical School for final disposition, as recorded in the records maintained by the Anatomical Gift Program.

43. Residual Funds

Residual Funds means any funds that remain after the payment of all Court-approved Class Member claims, expenses, litigation costs, attorneys' fees, and other Court-approved disbursements to implement the relief granted.

44. Settlement Administrator

Settlement Administrator means Simpluris, Inc., the Administrator appointed by the Court, or any other person or entity appointed to administer the Agreement in accordance with the terms of this Agreement.

45. Settlement Class Member or Class Member

Settlement Class Member or Class Member means any person who falls within the definition of one or both of the Settlement Classes.

46. Settlement Classes

Settlement Classes means the classes certified by the Court for settlement purposes only, including the Primary Settlement Class and the Pre-2018 Settlement Class, as defined in this Agreement.

47. Settlement Funds

Settlement Funds means the Primary Settlement Fund and the Pre-2018 Settlement Fund collectively.

48. Settling Defendants' Counsel

Settling Defendants' Counsel means Cloherty & Steinberg LLP, One Financial Center, Suite 1120, Boston, MA 02111.

49. Settling Defendants

Settling Defendants means President and Fellows of Harvard College and Mark F. Cicchetti.

50. Total Settlement Amount

Total Settlement Amount means \$53,000,000, which represents the sum of the Pre-2018 Settlement Fund and the Primary Settlement Fund.

51. Unknown Claims

Unknown Claims means claims that a Releasing Person does not know or suspect exists at the time of the release, including possible claims which, if known, might have affected that person's decision to participate in or object to the Settlement.

III. SETTLEMENT CLASSES

A. Primary Settlement Class

Subject to Court approval, the **Primary Settlement Class** shall include any now living spouses, registered domestic partners, children, grandchildren, parents, siblings, and/or AGP Designees of any Donor with a Removal Receipt Date that was on or between January 1, 2018 and March 31, 2023. The Primary Settlement Class shall also include any Plaintiffs who have filed an Action asserting claims relating to any Donor with a Removal Receipt Date that was on or between January 1, 2018 and March 31, 2023.

B. Pre-2018 Settlement Class

Subject to Court approval, the **Pre-2018 Settlement Class** shall include any now living spouses, registered domestic partners, children, parents, siblings, and/or AGP Designees of any Donor with a Removal Receipt Date that was on or between January 1, 2003 and December 31, 2017. The Pre-2018 Settlement Class shall also include any Plaintiffs who have filed an Action

asserting claims relating to any Donor with a Removal Receipt Date that was on or between January 1, 2003 and December 31, 2017.

C. Exclusions

Excluded from the Settlement Classes are:

1. Defendants;
2. Released Parties;
3. Cedric Lodge;
4. Denise Lodge;
5. any person convicted of having purchased or trafficked human remains originating from the Anatomical Gift Program;
6. any judge presiding over the Actions and members of that judge's immediate family;
7. any other person or entity excluded by order of the Court.

D. Settlement Purposes Only

Certification of the Settlement Classes is for settlement purposes only. If this Agreement is not finally approved, or if it is finally approved but that final approval is reversed or vacated, or if this Agreement is terminated, the Parties agree that any order by the Court preliminarily or conditionally certifying a settlement class shall be vacated and neither any such order, nor Settling Defendants' support of or participation in this Agreement or the requests for settlement class certification contemplated herein, may be used or cited as evidence or argument for certification of any litigation class in any subsequent proceedings in the Consolidated Cases or any other cases. If this Agreement is not finally approved, or if it is finally approved but that final approval is reversed or vacated, or if this Agreement is terminated, the Parties shall jointly move to set a new tracking order for the case.

IV. PRELIMINARY APPROVAL, CONSOLIDATED FILING, AND COURT APPROVAL

A. Filing Under Lead Case

The Parties shall seek approval of this Agreement in the consolidated proceeding pending in the Suffolk County Superior Court, Business Litigation Session 2, with filings made under the lead case, *Nicole MacTaggart, et al. v. President & Fellows of Harvard College, et al.*, Civil Action No. 2384CV01389-BLS2, unless otherwise directed by the Court.

B. Preliminary Approval

Within seven (7) days after the execution of this Agreement, the Plaintiffs shall submit this Agreement to the Court and file an Assented-to Motion for Preliminary Approval. The Assented-to Motion for Preliminary Approval shall seek an order from the Court that is consistent with the terms of this Agreement and that:

1. preliminarily approves the Settlement Agreement;
2. conditionally certifies the Settlement Classes for settlement purposes only;
3. appoints Class Representatives;
4. confirms or appoints Plaintiffs' Co-Lead Counsel, Plaintiffs' Liaison Counsel, and any Plaintiffs' Steering Committee for settlement purposes;
5. appoints the Settlement Administrator;
6. approves the form and method of Class Notice attached hereto as Exhibit 3;
7. approves the Claim Forms attached hereto as Exhibit 2;
8. approves or preliminarily approves the Allocation Plan attached hereto as Exhibit 1;
9. establishes deadlines for claims and objections;
10. schedules the Final Approval Hearing; and

11. enjoins Settlement Class Members, pending final approval, from prosecuting Released Claims except as permitted by the Court.

C. Cooperation

The Parties and their counsel shall cooperate in good faith to obtain preliminary approval, provide notice, administer the claims process, obtain final approval, implement the Settlement, and effectuate the purposes and terms of this Agreement.

D. Continuing Jurisdiction

The Parties shall ask the Court to retain continuing and exclusive jurisdiction over the Parties, the Settlement Classes, the Settlement Administrator, the Settlement Funds, the claims process, the Allocation Plan, and any and all disputes arising from or relating to this Agreement.

V. SETTLEMENT CONSIDERATION

A. Primary Settlement Fund

Harvard shall establish the Primary Settlement Fund by paying the amount of \$52,500,000.00 into a Qualified Settlement Fund (“The Harvard Anatomical Gift 468B Qualified Settlement Fund I”) to be established by the Settlement Administrator (a) no later than forty-four (44) days following the entry of the Final Approval Order entering Final Judgment, if no appeal is taken of such Final Approval Order (other than an appeal only concerning the Court’s award of Plaintiffs’ counsels’ attorneys’ fees and expenses), or (b) no later than fourteen (14) days after the Court’s entry of a final order and judgment approving the Agreement after any and all appeals (other than an appeal only concerning the Court’s award of Plaintiffs’ counsels’ attorneys’ fees and expenses) are resolved.

B. Pre-2018 Settlement Fund

Harvard shall establish the Pre-2018 Settlement Fund by paying the amount of \$500,000.00 into a Qualified Settlement Fund (“The Harvard Anatomical Gift 468B Qualified Settlement Fund II”) to be established by the Settlement Administrator (a) no later than forty-four (44) days following the entry of the Final Approval Order entering Final Judgment, if no appeal is taken of the Final Approval Order (other than an appeal only concerning the Court’s award of Plaintiffs’ counsels’ attorneys’ fees and expenses), or (b) no later than fourteen (14) days after the Court’s entry of a final order and judgment approving the Agreement after any and all appeals (other than an appeal only concerning the Court’s award of Plaintiffs’ counsels’ attorneys’ fees and expenses) are resolved.

C. All-In Nature of Settlement Funds

The Settlement Funds are “all-in,” meaning they include all settlement benefits, Awards, attorneys’ fees, litigation expenses, notice costs, administration costs, taxes, tax expenses, service awards, reserves, and any other costs or payments associated with the Settlement unless otherwise agreed in writing by the Parties and approved by the Court. The Settling Defendants will not be required to pay more than the Total Settlement Amount in full and final settlement of the individual and class claims being released under this Agreement, except that Settling Defendant shall be subject to the provisions for sharing the costs of the claims administration and notice as contained in Section XVI, subsection C pertaining to the effects of termination.

The Settling Defendants further agree that, in the event of a failure by Harvard to make the payments required by this Paragraph, Plaintiffs may seek to file a motion to vacate any final judgment that has been entered by the Court in connection with these Actions. Should Plaintiffs bring such a motion if Harvard failed to make payment, the Settling Defendants will not oppose

the motion. This Agreement, however, does not obligate Plaintiffs to make such a motion to vacate, and in the event that Harvard fails to make payment, Plaintiffs may also or in the alternative seek specific performance of this Settlement Agreement among other remedies available.

D. No Reversion

No portion of the Settlement Funds shall revert to Settling Defendants after the Effective Date.

E. Residual Funds

Any Residual Funds remaining following full allocation under the Allocation Plan shall be subject to Rule 23 of the Massachusetts Rules of Civil Procedure concerning Cy-Pres funds. Plaintiffs' Counsel shall notify Massachusetts IOLTA in accordance with the requirements of Mass. R. Civ. P. 23(e)(3).

VI. QUALIFIED SETTLEMENT FUND ADMINISTRATION

A. Administration

Harvard agrees to pay \$52,500,000.00 in full and final settlement of the claims brought against them by Plaintiffs on behalf of themselves and all members of the Primary Settlement Class, and this sum shall be deposited into The Harvard Anatomical Gift 468B Qualified Settlement Fund I.

Harvard further agrees to pay \$500,000.00 in full and final settlement of the claims brought against them by Plaintiffs on behalf of themselves and all members of the Pre-2018 Settlement Class, and this sum shall be deposited into The Harvard Anatomical Gift 468B Qualified Settlement Fund II.

B. Taxes and Tax Expenses

Taxes and tax expenses incurred by the Qualified Settlement Fund with respect to modified gross income shall be paid out of the Fund, unless otherwise agreed by the Parties and approved by the Court.

C. Tax Treatment

No Party or counsel makes any representation to any Plaintiff or Settlement Class Member regarding the tax consequences of any Award. Plaintiffs and Settlement Class Members are responsible for payment of taxes related to Awards they receive, if any, and for consulting their own tax advisors.

VII. NOTICE TO THE SETTLEMENT CLASSES

A. Notice Plan

After the Court's Order of Preliminary Approval, the Settlement Administrator shall provide Class Notice to all Settlement Class Members in the manner approved by the Court, which may include direct mail, email, publication notice, social media, settlement website notice, toll-free telephone support, and any other notice methods approved by the Court.

B. Contents of Notice

The Class Notice shall describe, in plain language:

1. the nature of the Actions;
2. the Consolidated Cases and lead case;
3. the Settlement Classes;
4. the Settlement Funds;
5. the claims process;
6. the Allocation Plan;
7. the rights of Settlement Class Members;

8. the right to object;
9. the Released Claims;
10. Class Counsel's anticipated fee and expense application;
11. any requested service awards;
12. the date, time, location and purpose of the Final Approval Hearing; and
13. how and where to obtain more information regarding the Settlement.

C. Records for Notice

The Parties shall cooperate to provide the Settlement Administrator with reasonably available records necessary to identify and provide notice to potential Settlement Class Members, subject to any privacy, confidentiality, HIPAA, probate, or other legal or contractual restrictions including, as appropriate, a mutually-agreed upon Non-Disclosure Agreement. For each Settlement Class, and upon execution of the Settlement Agreement the Settling Defendant's Counsel shall make available to the Settlement Administrator the names of Donors and the names and addresses, if known, of each Donor's AGP Designee(s). In addition, Settling Defendants' Counsel shall also provide to the Settlement Administrator Donors' Removal Receipt Date contained in AGP records. For each Settlement Class, Plaintiffs' Counsel will make available to the Settlement Administrator the names and contact information for all Plaintiffs and other clients who have retained Plaintiffs' counsel in connection with this matter.

VIII. CLAIMS PROCESS

A. Submission of Claims

To qualify for an Award, a Settlement Class Member must submit a timely, valid, and complete Claim Form by the Claims deadline established by the Court. Failure to do so will result in a waiver of the Settlement Class Member's right to receive an Award but will not

exclude the Settlement Class Member from the Settlement Class or the Release set forth in this Agreement.

B. Required Information

A Claim Form must require:

1. Claimant's name, address, phone number, and email;
2. Donor's name and date of death, if known;
3. Claimant's familial relationship to the Donor, if any;
4. whether Claimant claims to be an AGP Designee;
5. whether Claimant is a minor, incapacitated person, or protected person;
6. supporting documentation;
7. sworn verification under the penalties of perjury;
8. tax information;
9. any additional information required by the Allocation Plan.

C. Deficiencies

The Settlement Administrator shall provide Claimants a reasonable opportunity to cure deficiencies in Claim Forms or supporting documentation, but no longer than 30 days after the Settlement Administrator has notified the Claimant of any such deficiency.

D. Multiple Claimants for One Donor

If multiple Claimants submit claims relating to the same Donor, the Award or Awards shall be allocated according to the Allocation Plan and subject to the Court's final approval. The Allocation Plan shall be formulated such that Allocations are calculated on a per Donor basis.

E. Minors or Incapacitated Persons

If a Claimant is a minor, incapacitated person, protected person, or person under guardianship or conservatorship, the Settlement Administrator shall require supporting documentation as to the Claimant and the individual making the claim on the Claimant's behalf. The Settlement Administrator shall distribute any Award subject to the requirements of the Allocation Plan's provisions for Awards made to minors, incapacitated persons, protected persons or persons under guardianship or conservatorship.

F. Disputes

Disputed claims, eligibility disputes, designee disputes, family-member disputes, and allocation disputes shall be resolved by the Settlement Administrator and Class Counsel subject to review procedures in the Allocation Plan and, if necessary, final authority of the Court.

IX. ALLOCATION PLAN

A. Court Approval

The Settlement Funds shall be distributed pursuant to a Court-approved Allocation Plan. A copy of the proposed Allocation Plan is attached as Exhibit 1.

B. Attorneys' Fees, Expenses and Costs

1. At the Final Approval Hearing and through an Application for an Award of Class Counsels' Fees and Costs to be filed prior thereto, Plaintiffs' Counsel will petition the Court for an award of attorneys' fees of no more than 33 1/3% of the \$53,000,000 Total Settlement Amount, plus reimbursement of actual litigation expenses and the fees and costs of the Settlement Administrator in providing Notice and administering the Settlement (together, "Fees and Costs"). All Fees and Costs, once approved by the Court, shall be paid from the Qualified Settlement Fund.

2. Settling Defendants will not oppose this application or any appeal or request for reconsideration if the application is denied or modified by the Court, except that Settling Defendants reserve their rights to oppose or object to any application or order by the Court that seeks or awards more than the amount set forth in this Agreement or modifies any term of this Settlement in a manner that limits or deprives Settling Defendants of any of the protections or benefits of this Agreement.

3. Any award of Fees and Costs or of any other amount to Plaintiffs' Counsel shall be taken from the Total Settlement Amount, and shall represent the total amount recoverable by any and all counsel claiming an entitlement to attorneys' fees and expenses with respect to the Actions. Under no circumstances will Settling Defendants be required to pay an amount greater than the Total Settlement Amount set forth in this Agreement.

4. The substance of Class Plaintiffs' Counsel's application for attorneys' fees and costs is to be considered separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement of the Actions. The outcome of any proceeding related to Class Counsel's application for Fees and Costs shall not terminate this Agreement or otherwise affect the Court's ruling on the Application for Final Approval. Any amount not ultimately awarded by the Court will remain available to be distributed to Class Members or as Residual Funds.

5. If there is any appeal from the Court's award of Fees and Costs, the disputed amount shall be reserved and not distributed (to Class Counsel or Class Members) until final resolution of all legal proceedings regarding Class Counsel's Fees and Expenses.

C. Payments to Class Members

1. Timing of Payments.

Within seven days after the Effective Date, the Settlement Administrator will wire the Court-approved Fees and Costs to Class Counsel. Within sixty days after the Effective Date, the Settlement Administrator will mail Settlement Checks to Class Members in accordance with the Court-approved Allocation Plan.

2. The memorandum line of each Settlement Check shall state:

SIGNATURE REQUIRED UPON PAYMENT – RELEASE. By signing and cashing, depositing, or otherwise negotiating this Settlement Check, I (i) release any and all claims that have been asserted or could have been asserted on my behalf in *MacTaggart et al. v. President and Fellows of Harvard College, et al.*, Case. No. 2384CV01389 pending in the Suffolk County Superior Court, Boston, Massachusetts, and any of the lawsuits that have been consolidated with it (collectively, “the Actions”) (ii) consent and submit to the jurisdiction of the Massachusetts courts over this settlement of the Actions and over claims that have or could have been asserted on my behalf in the Actions , and (iii) agree to be bound by the Settlement approved in the Actions, including any orders of the Court issued in connection with the Actions

3. Payments to Minors and Incapacitated Persons. For any settlement awards to minor claimants, the Settlement Administrator shall require that only a parent or legal guardian of the minor may receive the Settlement Check upon affirming that they will

receive the net settlement proceeds, payable by check to the parent/guardian on behalf of the minor/incapacitated person and deposit the Settlement Check in a Uniform Gift to Minor Act custodial account with a financial institution or bank, to be held in trust in the name of and for the benefit of the minor until he or she reaches the age of majority. For payments made to non-minor, incapacitated claimants who are under conservatorship and have had a valid claim filed on their behalf, the Settlement Administrator shall send the settlement check to the conservator in their fiduciary capacity and make the settlement check payable to “[Name of Conservator], Conservator for [Incapacitated Claimant’s Name].”

4. **Check Cashing Reminders.** The Settlement Administrator will send reminders via e-mail and First-Class United States Mail within sixty (60) days after the initial distribution of Settlement Checks to Settlement Class Members who have not yet cashed their Settlement Check(s) reminding them to negotiate their check(s) prior to the Void Date (as defined below). Simultaneously with the issuance of the check cashing reminders, the Settlement Administrator shall apprise Class Counsel and Settling Defendants’ Counsel of the names of Settlement Class Members who have not yet cashed or otherwise negotiated their Settlement Check(s).

5. **Unclaimed Funds.** Any amounts with respect to any Settlement Class Member’s Settlement Check which is not cashed or otherwise negotiated after the expiration of One Hundred and Twenty (120) days following the issuance of such Settlement Check (“Void Date”) shall be redistributed to any other Claimants who made approved claims with respect to the same Donor and who cashed or otherwise negotiated a settlement check, in accordance with the Allocation Plan. If there are no other approved Claimants with respect to that Donor, the unclaimed funds shall be returned to the QSF for that Settlement

Class. All such unclaimed funds shall then be distributed on a per Donor basis to those approved Claimants for any Donor who cashed or otherwise negotiated a Settlement Check. The allocation of the unclaimed funds shall proceed according to the Allocation Plan. However, if the Settlement Administrator determines that the amount of unclaimed funds remaining in the QSF is too small to make, economically, that distribution, in light of the cost of making a second distribution, any uncashed and undistributed amounts may be donated to the Cy Pres Recipient pursuant to Rule 23 of the Massachusetts Rules of Civil Procedure and with the approval of the Court.

D. Press Releases and Public Statements

Plaintiffs, Plaintiffs' Counsel, Settling Defendants, and Settling Defendants' Counsel each agree that they will not disparage any Party or this Agreement in any public statement, posting, or announcement, whether written or oral. For purposes of this provision, to "disparage" shall mean (a) to speak or write of another Party in a negative or belittling way, (b) to state that another Party is legally responsible for alleged conduct where the Court has made no finding of liability against such Party, (c) to suggest that any Party is the prevailing party where the Court has made no finding of liability against any Party, and (d) to publish or disseminate false and injurious statements that are derogatory of another Party or that tend to harm another Party's reputation, business interests, or goodwill. Plaintiffs' Counsel further agree to advise each of the Plaintiffs and clients engaged by Plaintiffs' Counsel in connection with the Actions as of the date of this Agreement to abide by the non-disparagement obligations set forth in this Paragraph.

This provision is intended to protect Plaintiffs and Settling Defendants and their respective current and former trustees, fellows, officers, directors, employees, agents, attorneys, insurers, reinsurers, representatives, departments, programs, divisions, affiliates, predecessors,

successors, heirs, and assigns. This provision expressly is not intended to protect Cedric Lodge, Denise Lodge, or any person convicted of a criminal offense for having purchased or trafficked human remains originating from the Anatomical Gift Program.

E. Separate Funds

Claims of the Primary Settlement Class shall be paid from The Harvard Anatomical Gift 468B Qualified Settlement Fund I, and claims of the Pre-2018 Settlement Class shall be paid from The Harvard Anatomical Gift 468B Qualified Settlement Fund II. These funds shall be kept in separate 26 U.S.C. § 468B accounts.

F. No Guarantee of Specific Award

No Settlement Class Member is guaranteed any particular Award unless and until the claim is approved, all conditions are satisfied, and distribution is authorized under the Allocation Plan and Court orders.

X. OPT-OUT RIGHTS

Pursuant to Rule 23 of the Massachusetts Rules of Civil Procedure, Settlement Class Members may not opt out of the Settlement Classes to which they belong. This Agreement, as finally approved by the Court, will be binding on all Settlement Class Members, even if they do not wish to be bound. They may, however, object to this Agreement in accordance with the provisions set forth herein.

XI. OBJECTIONS

A. Right to Object

Any Settlement Class Member may submit a timely objection to the Settlement, the Allocation Plan, Class Counsel's Fees and Costs application, service awards, or any other matter

subject to Court approval. The Court in its discretion may consider any timely objections submitted by any Settlement Class Member.

B. Contents of Objection

To be considered by the Court, an objection must include:

1. objector's name, address, phone number, and email;
2. Donor's name;
3. objector's relationship to the Donor;
4. the specific basis for the objection;
5. any supporting documents;
6. whether the objector is represented by counsel and, if so, the name, address, phone number and other contact information of such counsel;
7. whether the objector intends to appear at the Final Approval Hearing; and
8. objector's signature.

C. Effect of Objection

Objecting does not exclude a Settlement Class Member from being bound by the Court's Final Order of Approval and does not preclude a Settlement Class Member who filed a timely, valid claim from participating in the Settlement.

XII. RELEASES AND DISMISSAL

A. Release by Releasing Persons

As of the Effective Date, each Releasing Person shall be deemed to have fully, finally, and forever released, discharged, and covenanted not to sue the Released Parties for any and all Released Claims. The Released Claims include Unknown Claims to the fullest extent permitted by Massachusetts Law and the Final Approval Order.

B. Notice of Dismissal

Parties will use best efforts to facilitate, on or before the date of entry of the Final Approval Order, the filing of a Notice of Dismissal, with prejudice, as to each Action that names Cedric Lodge as a defendant.

C. Preservation of Defendants' Insurance Claims

For avoidance of doubt, nothing in this Agreement shall be deemed to constitute a release by Defendants of any claims they may have against their insurers, including without limitation claims for any costs, expenses, settlements, or other amounts paid or incurred by Defendants and relating in any way to the Anatomical Gift Program and/or the subject matter of the Actions.

XIII. ADDITIONAL CONSIDERATION

Subject to the agreement of the Parties and Court approval, the Additional Consideration shall include:

1. a statement made by the Dean for Medical Education of Harvard Medical School to the claimant families, delivered by means of a live webinar in a form agreed to by the Parties, confirming that the criminal acts by Mr. Lodge were morally reprehensible and inconsistent with the standards that Harvard University and Harvard Medical School expect for the treatment of AGP Donors and their loved ones;
2. a statement from Harvard Medical School summarizing changes that have been made to the Harvard AGP to continue to improve the operations of the Harvard AGP, including but not limited to changes to oversight, security, policies and training.
3. Commencing during the 2027-28 academic year, Harvard Medical School will establish an annual scholarship in appreciation and in honor of those who donate their body to the

AGP to further medical education and research. The Anatomical Gift Program Donors Scholarship shall be provided to an enrolled student at Harvard Medical School each year to help defray the costs of that student's medical education and shall be in an amount of at least \$20,000.00 per academic year. The recipient of the scholarship shall be selected at the discretion of the Harvard Medical School. The scholarship shall be provided on an annual basis for a period of at least 10 academic years, after which it may be extended at the sole discretion of Harvard Medical School; and

4. any other additional consideration agreed upon by the Parties and approved by the Court.

XIV. FINAL APPROVAL ORDER

After the Court-approved Notice Plan has been implemented and the time for submitting objections to the Agreement has expired, Plaintiffs shall file a motion for the entry of a Final Approval Order that:

1. finally approves the Settlement as fair, reasonable, and adequate;
2. certifies the Settlement Classes for settlement purposes only;
3. confirms the lead case as *Nicole MacTaggart, et al. v. President & Fellows of Harvard College, et al.*, Civil Action No. 2384CV01389-BLS2;
4. identifies the Consolidated Cases covered by the Settlement;
5. appoints Class Representatives;
6. appoints Class Counsel;
7. confirms or appoints Plaintiffs' Co-Lead Counsel, Plaintiffs' Liaison Counsel, and any Plaintiffs' Steering Committee for settlement purposes;
8. approves the Class Notice and notice plan;
9. approves the claims process;

10. approves the Allocation Plan;
11. approves the release;
12. dismisses the Released Claims with prejudice;
13. bars and enjoins Releasing Persons from prosecuting Released Claims;
14. approves attorneys' fees and expenses, and service awards, if any, as determined by the Court;
15. enters Final Judgment in the Actions; and
16. retains continuing jurisdiction over the Settlement and its administration.

XV. NO ADMISSION OF LIABILITY

The Parties enter into this Agreement to resolve disputed claims. This Agreement, including the Parties' negotiations, communications, drafts, proposed orders, and proceedings related to this Agreement are for settlement purposes only.

Neither this Agreement, the Settling Defendants' willingness to enter into this Agreement, any motion, order or judgment issued as a result of this Agreement, including any motion seeking or order granting preliminary or final approval of the settlement contemplated herein, nor any related act shall be construed as an admission or finding of liability, wrongdoing, negligence, fault, causation, damages, propriety of certifying a litigation (*i.e.*, non-settlement) class, or the validity of any claim or defense that was or could have been asserted in the Actions.

XVI. TERMINATION

A. Termination Events

This Agreement may be terminated by any of the following (each, a "Termination Event"):

1. the Court denies preliminary approval;
2. the Court denies final approval;

3. the Final Approval Order and/or the Final Judgment is reversed or vacated on appeal;
4. a material term is materially modified without consent of the Parties;
5. the Settlement Funds are not funded as required;
6. any Party breaches a material term of this Agreement; or
7. for any other reason not listed here, the Effective Date does not occur.

In the event that the Court declines to enter the Preliminary Approval Order or the Final Approval Order (except if the Court declines to enter the Preliminary Approval Order or the Final Approval Order due solely to the amount of attorneys' fees and costs sought by Plaintiffs' Counsel) the Parties agree to work together in an effort to resolve any issues identified by the Court in an attempt to reach a modified agreement to resubmit to the Court for approval. If the Parties are unable to reach such a modified agreement, then either Party has the right to terminate the Agreement. This Agreement is not contingent upon approval by the Court of Plaintiffs' application for attorneys' fees and costs. If the Court approves the settlement payment amount allocated to Class Members as set forth in this Agreement, but not the application for attorneys' fees and costs, then (a) the Agreement may not be terminated, and (b) any Court-required reduction of the attorneys' fees and costs will be reallocated to Class Members as part of the Net Fund. If there is any appeal from the Court's award of Class Counsel's Fees and Costs, the disputed amount shall be reserved and not distributed (to Class Counsel or Class Members) until final resolution of all legal proceedings regarding Class Counsel's Fees and Costs.

B. Procedure for Termination

If a Termination Event occurs, Class Counsel may terminate this Agreement by giving written notice to Settling Defendants' Counsel via email and overnight mail and Settling

Defendants' Counsel may terminate this Agreement by giving written notice to Class Counsel in the same manner.

C. Effect of Termination

If this Agreement is terminated:

1. the Agreement shall be null and void;
2. any order granting conditional or final certification of any class shall be dissolved by the Court and shall be treated by the Parties and any and all Settlement Class Members as null and void;
3. Settling Defendants shall have no obligation to make any payments to any Fund, Party, Class Member, or Class Counsel, except for claims administration expenses discussed in paragraph 4 below;
4. the Parties shall be equally responsible for (a) the reasonable costs and expenses incurred by the Settlement Administrator after the signing of this Agreement, and (b) the reasonable costs and expenses incurred by the Settlement Administrator associated with the mailing of termination notice to Class Members informing them of the settlement termination, if any;
5. The Parties may jointly or separately seek reconsideration or interlocutory appellate review of a ruling by the Court declining to enter the Preliminary Approval Order or Final Approval Order in the form submitted by the Parties or seek Court approval of a renegotiated settlement;
6. the Actions shall return to their status before execution of this Agreement, with all rights, arguments and defenses preserved, and the proceedings relating to this Agreement shall be inadmissible in any further proceedings;

7. In the event of termination, the Parties shall not be deemed to have waived any of their rights in connection with the Actions, including, but not limited to, any objections Settling Defendants may have to class certification;
8. the Parties shall jointly move to set a new Tracking Order for the consolidated cases;
9. no release shall take effect;
10. no Party shall be deemed to have admitted anything; and
11. the Agreement shall not be admissible except as necessary to enforce termination provisions.

XVII. REPRESENTATIONS AND WARRANTIES

A. Plaintiffs and Class Counsel

Plaintiffs and Class Counsel represent that they have authority to negotiate and seek approval of this Agreement, subject to Court approval and Settlement Class Member rights to object.

B. Settling Defendants

Settling Defendants represent that they have authority to execute this Agreement, subject to any required approvals and the terms of this Agreement.

C. No Assignment

Each Plaintiff represents, to the best of their knowledge, that they have not assigned or transferred any Released Claim.

D. All Parties

No person shall have any claim against Settling Defendants, Counsel for Settling Defendants, Plaintiffs, Class Counsel, the Released Parties, and/or the Class Action Settlement Administrator based on the Court approved Notice or any determinations, distributions, or

awards made with respect to any Claim. This provision does not affect or limit in any way the right of review of any challenged Claim as provided in this Settlement Agreement. The applicable dispute procedures set forth in this Agreement shall be the sole and exclusive means of resolving disputes based on any determinations, distributions, awards, or payments made with respect to any Claim. For the avoidance of doubt, in no event shall Plaintiffs, Class Counsel, Settling Defendants, or Counsel for Settling Defendants, have any liability for claims of wrongful or negligent conduct on the part of the Class Action Settlement Administrator or their agents.

XVIII. CONFIDENTIALITY

To the extent permitted by law and consistent with Court approval requirements, the Parties shall strictly maintain the confidentiality of mediation communications, drafts, negotiations, and privileged materials.

This provision does not prevent submission of this Agreement and necessary settlement materials to the Court for approval or dissemination of Court-approved Class Notice.

XIX. CHOICE OF LAW

The substantive and procedural law of the Commonwealth of Massachusetts, without regard to conflict-of-law rules, shall govern interpretation, application, administration, eligibility, allocation, releases, enforcement, and all disputes arising under or relating to this Agreement.

XXX. MISCELLANEOUS

A. Entire Agreement

This Agreement, including exhibits, constitutes the entire agreement among the Parties regarding the Settlement and supersedes all prior settlement discussions, drafts, proposals, and agreements.

B. Amendments

This Agreement may be amended only in writing signed by counsel for all Parties and, if required, approved by the Court.

C. Counterparts

This Agreement may be executed in counterparts, including electronic or facsimile signatures, each of which shall be deemed an original.

D. Binding Effect

Upon the Effective Date, this Agreement shall bind all Settlement Class Members, Releasing Persons, Settling Defendants, Released Parties, and their respective heirs, successors and assigns.

E. Construction

This Agreement shall not be construed against any Party as drafter.

F. Headings

Headings are for convenience only and do not affect interpretation.

G. Deadlines

If any deadline falls on a weekend or court holiday, the deadline shall be extended to the next business day unless otherwise ordered by the Court.

IN WITNESS WHEREOF, the undersigned counsel execute this Agreement on behalf of their respective clients, subject to Court approval.

PLAINTIFFS' CO-LEAD COUNSEL

KECHES LAW GROUP, P.C.

By: 

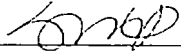
Jeffrey N. Catalano

2 Granite Avenue, Suite 400

Milton, Massachusetts 02186

Date: 8/14/26

MORGAN & MORGAN

By: 

Shannon M. Pennock

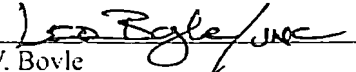
111 2nd Avenue NE, Suite 1600,

St. Petersburg, FL 33701

Date: August 14, 2026

PLAINTIFFS' LIAISON COUNSEL

MEEHAN BOYLE/ A KECHEs LAW FIRM

By: 

Leo V. Boyle

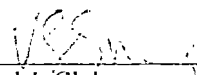
100 Cambridge Street, Suite 2101

Boston, Massachusetts 02114

Date: 8/14/26

COUNSEL FOR DEFENDANTS PRESIDENT AND FELLOWS OF HARVARD
COLLEGE AND MARK F. CICHETTI

CLOHERTY & STEINBERG LLP

By: 

Daniel J. Cloherty

Victoria L. Steinberg

One Financial Center, Suite 1120

Boston, Massachusetts 02111

Date: August 14, 2026

EXHIBIT 1

Commonwealth of Massachusetts, Suffolk County
Superior Court – Business Litigation Session
MacTaggart v. President and Fellows of Harvard College
(In re Harvard Morgue Cases)
Case No. 2384CV01389-BLS2

ALLOCATION PLAN

A. Court Approval

The Settlement Funds shall be distributed pursuant to a Court-approved Allocation Plan.

B. Definitions

Terms in this Allocation Plan shall be defined as set forth in the Class Action Settlement Agreement (“Agreement”).

C. Allocation Plan and Factors

1. Initial Division of Net Settlement Funds to Achieve Per Donor Allocation.

The Net Settlement Funds available for both the Primary Settlement Class and the Pre-2018 Settlement Class shall be distributed equally for each Donor with respect to whom at least one claimant has filed an approved claim.

- a. **Primary Settlement Class**: The Net Settlement Fund for the Primary Settlement Class shall first be allocated in equal shares with respect to each applicable Donor with respect to whom at least one eligible Primary Settlement Class member has filed an approved claim. For example, if approved applicable claims are filed by at least one Primary Settlement Class member with respect to 400 Donors relating to the Primary Settlement Class, the Net Settlement Fund for the Primary Settlement Class would first be divided into 400 equal shares with respect to those 400 Donors by dividing the Net Settlement Fund for the Primary Settlement Class into 400 equal parts. This will produce the per-donor share (“Donor Share”) for the Primary Settlement Class.

- b. **Pre-2018 Settlement Class:** The Net Settlement Fund for the Pre-2018 Settlement Class shall first be allocated in equal shares with respect to each applicable Donor with respect to whom at least one eligible Pre-2018 Settlement Class member has filed an approved claim. For example, if approved applicable claims are filed by Pre-2018 Settlement Class members with respect to 800 Donors relating to the Pre-2018 Settlement Class, the Net Settlement Fund for the Pre-2018 Settlement Class would first be divided into 800 equal shares with respect to those 800 Donors by dividing the Net Settlement Fund for the Pre-2018 Settlement Class into 800 equal parts. This will produce the Donor Share for the Pre-2018 Settlement Class.

2. Allocation of the Per Donor Share

Once the Donor Shares have been calculated, the Donor Share for each Donor will be allocated among the approved Claimants with respect to that Donor. Each Claimant shall be assigned allocation units according to their relationship to the Donor. The Allocation Plan allocates more units to Claimants who are relationally closer to the Donor and further divides Claimants according to an Inner and Outer Circle methodology, with Inner Circle Claimants being those who were relationally closer to the Donor. Notwithstanding the allocation units detailed below, Inner Circle Claimants collectively will not be allocated less than 75% of the Donor Share. If no Inner Circle Claimant exists with respect to a Donor, the Outer Circle claimants collectively will be allocated 100% of the Donor Share with respect to that Donor, each in proportion to their allocation units.

a. Primary Settlement Class - Allocation of the Donor Share Amongst Claimants:

For the Primary Settlement Class, the Inner Circle Claimants include the Donor's surviving spouse or registered domestic partner and surviving children. A Donor's surviving spouse or registered domestic partner who files an approved claim receives three allocation units. The Donor's surviving children who file an approved claim each receive three allocation units.

The Outer Circle for the Primary Settlement Class includes the AGP Designee,¹ parents, siblings, grandchildren and any named Plaintiff in the current actions, with respect to any Donor relating to the Primary Settlement Class.

The AGP Designee who files an approved claim shall receive two allocation units and is in the Outer Circle.

Surviving parents of a Donor who file an approved claim shall each receive one allocation unit and are in the Outer Circle.

Surviving siblings of a Donor who file an approved claim shall each receive one allocation unit and are in the Outer Circle.

Surviving grandchildren of a Primary Settlement Class Donor who files an approved claim shall each receive one allocation unit and are in the Outer Circle.

A named Plaintiff who files an action in this matter asserting claims relating to a Donor associated with the Primary Settlement Class and who files an approved claim shall receive one allocation unit and is in the Outer Circle.

The following chart depicts the Allocation Units received by the Primary Settlement Class Members who file approved claims:

Grouping	Class-Member Term / Relationship to Donor	Allocation Units
Inner Circle	Spouse or registered domestic partner	3
Inner Circle	Child	3
Outer Circle	Parent	1
Outer Circle	AGP Designee	2
Outer Circle	Sibling	1
Outer Circle	Grandchild	1
Outer Circle	Named Plaintiffs who filed an Action asserting claims relating to the Donor.	1

¹ The Agreement defines “AGP Designee” as (a) a person identified by the Donor in the Instrument of Anatomical Gift, AGP paperwork, Harvard records, or other written or electronic record as the person authorized or designated to communicate with Harvard, make decisions, receive Cremated Remains, direct final disposition, or otherwise act regarding the Donor’s Anatomical Gift, and/or (b) a person to whom Harvard addressed correspondence regarding the subject matter of the Actions on or about June 14, 2023 and/or on or about December 7, 2023.

b. Pre-2018 Settlement Class - Allocation of the Donor Share Amongst Claimants

For the Pre-2018 Settlement Class, the Inner Circle Claimants include the Donor's surviving spouse or registered domestic partner and surviving children. A Donor's surviving spouse or registered domestic partner who files an approved claim shall receive three allocation units. The Donor's surviving children who file an approved claim shall each receive three allocation units.

The Outer Circle for the Pre-2018 Settlement Class include the AGP Designee, parents, siblings, and any named Plaintiff in the current actions with respect to any Donor relating to the Pre-2018 Settlement Class.

The AGP Designee, who files an approved claim, shall receive 2 allocation units and is in the Outer Circle.

Surviving parents of a Donor who file an approved claim shall each receive one allocation unit and are in the Outer Circle.

Surviving siblings of a Donor who file an approved claim shall each receive one allocation unit and are in the Outer Circle.

A named Plaintiff who filed an Action in this matter asserting claims relating to a Donor associated with the Pre-2018 Settlement Class and who files an approved claim shall receive one allocation unit and is in the Outer Circle.

The following chart depicts the Allocation Units received by the Pre-2018 Settlement Class Members who file approved claims:

Grouping	Class-Member Term / Relationship to Donor	Allocation Units
Inner Circle	Spouse or registered domestic partner	3
Inner Circle	Child	3
Outer Circle	Parent	1
Outer Circle	AGP Designee	2
Outer Circle	Sibling	1
Outer Circle	Named Plaintiffs who filed an Action asserting claims relating to any Donor with a Removal Receipt Date on or between January 1, 2003, and December 31, 2017	1

3. Further Allocation Rules and Example

a. Claimants Cannot Claim Twice for the Same Donor

A claimant who files an approved claim may only be assigned to take an allocation award under one category of class member. If a claimant qualifies for more than one type of class member, they are assigned to the class member group that provides the claimant with the greatest allocation. For example, if a claimant is both a sibling and the AGP Designee, the claimant is treated according to their status as an AGP Designee for allocation and will, therefore, receive two allocation units. However, if a claimant is both a sibling (one unit) and a named Plaintiff (one unit), that claimant receives one allocation unit and does not receive two units by claiming as both a Plaintiff and a sibling.

Similarly, a class member who files an approved claim and who qualifies as a member of both the Inner Circle and Outer Circle will be considered a claimant for the Donor in the Inner Circle but not both the Inner and Outer Circle. For example, if a surviving spouse or registered domestic partner is also the AGP Designee and files an approved claim, this claimant will be allocated three units according to their status as a surviving spouse or registered domestic partner, but will not separately also take as an AGP Designee within the Outer Circle.

Class members may, however, file and be approved for claims pertaining to multiple Donors, but that Claimant must file separate Claim Forms for each Donor. For example, a surviving child of two Donors may file a claim pertaining to each Donor. In that circumstance, the surviving child must file a separate Claim Form for each parent who was a Donor.

b. Allocation Is In Proportion to the Number of Allocation Units Assigned to All Claimants Per Donor

The Donor Share will be allocated among the Settlement Class members who file approved claims with respect to each Donor in proportion to the number of allocation units assigned to each of them, as a fraction of the total number of allocation units assigned to all class members who file approved claims with respect to that Donor. Accordingly, for example, if one child and one sibling of a Donor file approved claims, since the child would have three allocation units and the sibling would have one allocation unit, the child would receive $\frac{3}{4}$ or 75% of the total Donor Share and the sibling would receive $\frac{1}{4}$ or 25% of the recovery related to that Donor.

c. Inner Circle 75% Guarantee and Outer Circle 25% Cap.

Notwithstanding the provisions in the paragraph above regarding allocation units, under no circumstances would Inner Circle claimants who file approved claims collectively receive less than 75% of the Donor Share.

Accordingly, for example, if a surviving spouse, one parent, one AGP Designee, and five grandchildren file approved claims with respect to a Primary Settlement Class Donor, there would be a total of eleven allocation units regarding that Donor: three for the spouse, one for the parent, two for the AGP Designee, and one for each of the five grandchildren. Although the Outer Circle Claimants would collectively hold eight of the eleven allocation units, because the spouse is the only Inner Circle Claimant who filed an approved claim, the spouse would receive 75% of the recovery related to that Donor. The parent, AGP Designee, and five grandchildren would share the remaining 25% of the recovery related to that Donor in proportion to their respective allocation units.

d. Limited Discretion of Claims Administrator and Class Counsel Permitted

In unusual circumstances, and ultimately subject to the approval of the Court, the Claims Administrator and Class counsel may use their reasonable discretion to equitably override and/or adjust the default allocations detailed above based on consideration of the following factors:

1. whether the approved Claimant is a member of the Primary Settlement Class or the Pre-2018 Settlement Class;
2. the number of approved Claimants associated with the same Donor;
3. available documentation;
4. probate, estate, guardianship, or representative issues;
5. any other factors approved by the Court.

EXHIBIT 2

For Minor or Incapacitated Claimants:

If you are filing this claim form on behalf of a minor or incapacitated Claimant, please provide the following additional information:

Representative's First Name[illegible]**Representative's Last Name**[illegible]

Address 1 (street name and number)

[illegible]

Address 2 (apartment, unit, or box number)

[illegible]

City

[illegible]

State

--	--

ZIP

--	--	--	--	--

Email Address[illegible]**Telephone Number**

--	--	--

-

--	--	--

-

--	--	--	--

Your Relationship to the Minor/Incapacitated Person (parent, legal guardian, attorney etc.):

[illegible]

If for Minor, the Minor Class Member's Date of Birth:

The diagram shows three rectangles. The first rectangle is divided into 2 equal parts, with the left part shaded. The second rectangle is also divided into 2 equal parts, with the left part shaded. The third rectangle is divided into 4 equal parts, with the first part shaded. This represents the fraction $\frac{1}{2} + \frac{1}{2} + \frac{1}{4}$.

Month

Day

Year

SUPPORTING DOCUMENTATION IS REQUIRED

As part of this submission, you are required to provide proof of your own identity and your status as class member which may include documentation supporting your relation to the Donor such as but is not limited to: (a) copies of government issued identification for yourself; (b) copies of official and/or legal documentation that describes your relationship to the donor (e.g. death certificates, birth certificates, a will, documents proving a registered domestic partnership, etc.); (c) copies of relevant Anatomical Gift Program documentation; and/or (d) a description of your relationship alongside verifiable non-legal documentation (e.g. an obituary, family records, etc.).

If you are submitting this claim form on behalf of a minor or an incapacitated person you are required to provide proof of your relationship to the minor or the incapacitated person submitting supporting documentation that may include (a) copies of identification for the minor claimant or incapacitated person, such as a birth certificate or government issued identification; (b) copies of official and/legal documentation supporting your relationship to the minor or incapacitated person such as birth certificate, adoption decree, court order establishing legal guardianship, conservatorship or custody, school enrollment records, or other similar document.

Please be advised that the administrator may reach out to you with questions, clarifications, and/or requests for additional documentation throughout this process.

Affirmation & Signature

I confirm that the above statements are true and accurate to the best of my knowledge. I understand that my claim form may be subject to audit, verification, and Court review.

Signature

Date

EXHIBIT 3



**Commonwealth of Massachusetts, Suffolk County
Superior Court – Business Litigation Session**

*MacTaggart v. President and Fellows of Harvard College
(In re Harvard Morgue Cases)*

Case No. 2384CV01389-BLS2

NOTICE OF CLASS ACTION SETTLEMENT

**IF YOU ARE A SPOUSE, CHILD, GRANDCHILD, PARENT, OR
SIBLING OF AN INDIVIDUAL WHO DONATED THEIR BODY TO
THE
HARVARD ANATOMICAL GIFT PROGRAM,
OR IF YOU ARE THE PERSON IDENTIFIED BY THE DONOR IN AN
INSTRUMENT OF ANATOMICAL GIFT, YOUR RIGHTS MAY BE
AFFECTED BY A CLASS ACTION LAWSUIT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.*

Please read this Notice carefully and completely.

A proposed \$53 million settlement has been reached in a class action lawsuit. The people who sued are family members of individuals who donated their bodies to the Harvard Anatomical Gift Program, as well as individuals named by donors in the Instrument of Anatomical Gift.

The Settling Defendants are President & Fellows of Harvard College (“Harvard”) and Mark F. Cicchetti. The Plaintiffs allege that the Settling Defendants failed to safeguard the donated remains of deceased individuals. According to the lawsuit, this alleged failure allowed others to improperly remove, dismember, and sell some of those remains. The lawsuit alleges these actions caused emotional distress and uncertainty about what happened to loved ones’ remains. Harvard and Mr. Cicchetti deny these allegations, and the Court has not decided who is right.

You may be eligible to receive a cash payment upon the submission of a valid Claim Form, which is attached to this Notice if any one or more of the following apply:

- (1) you are a spouse, registered domestic partner, child, parent, sibling, of a person who donated their body to the Harvard Anatomical Gift Program and whose body left the Harvard Morgue and was sent for cremation or burial on or between January 1, 2003 and March 31, 2023;
- (2) you are the person designated on the Instrument of Anatomical Gift;
- (3) you received a letter from Harvard addressed to you regarding the subject matter of the lawsuit on or about June 14, 2023, and/or on or about December 7, 2023; or
- (4) you are a grandchild of a Donor whose body left the Harvard Morgue and was sent for cremation or burial on or between January 1, 2018, and March 31, 2023; or

(5) you are a named Plaintiff in one of the consolidated cases in this matter.

Your legal rights may be affected depending on whether you act or do not act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
OPTION 1: SUBMIT A CLAIM	To receive the cash benefit described in this notice, you must submit a claim form by mail or through the settlement portal (which you can find on the settlement website) by [DATE] .
OPTION 2: OBJECT TO THE SETTLEMENT	Write to the Court and the lawyers for both sides if you do not like the Settlement. The Court will consider your objection in determining whether to approve the Settlement. The deadline to object to the Settlement is [DATE] .
OPTION 3: DO NOTHING	Do nothing and receive no cash benefit.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....	4
1. Why did I get this notice?	4
2. What is a class action lawsuit, and who is involved?	4
3. Why is this lawsuit a class action?	4
4. Why is there a Settlement?	4
WHO IS IN THE SETTLEMENT.....	5
5. Am I part of this Settlement?.....	5
6. I'm still not sure if I am included.	5
THE SETTLEMENT'S BENEFITS	6
7. What does the Settlement provide?	6
8. How will settlement benefits for Settlement Class Members be calculated?.....	6
9. If I submit a claim form, when will I receive the settlement benefit?	6
YOUR RIGHTS AND OPTIONS.....	6
10. Do I need to do anything now?.....	6
11. What do I need to do to receive the cash benefit provided for by the Settlement?	7
12. How do I object, if I want to?	7
13. What happens if I do nothing at all?	8
14. When will the Court decide whether to approve the Settlement?	8
THE LAWYERS REPRESENTING YOU	8
15. Do I have a lawyer in this case?	8
16. Should I get my own lawyer?	9
17. How will the Class Counsel be paid?	9
GETTING MORE INFORMATION	9
18. Is more information available?	9

BASIC INFORMATION

1. Why did I get this notice?

If you are a spouse or registered domestic partner, child, parent, or sibling of an individual who donated their body to the Harvard Anatomical Gift Program, or if you are the person identified by the Donor in an Instrument of Anatomical Gift as the designee, or a person to whom Harvard addressed correspondence regarding the subject matter of the lawsuit on or about June 14, 2023, and/or on or about December 7, 2023, or a grandchild of a Donor within the "Primary Settlement" class defined below, and/or you are a named Plaintiff in the consolidated causes of action in this matter, then you may be a member of the Settlement Classes (subject to certain exceptions, described in Section 5 below). If you received this notice in the mail or an email notice about this lawsuit, then available records show that you may be a member of one of the Classes.

The Court authorized the sending of this notice because you have a right to know about this class action and about your options in connection with the Settlement.

2. What is a class action lawsuit, and who is involved?

In a class action, one or more people sue on behalf of a larger group of people with similar claims. The people who bring the case are called "Plaintiffs" or "class representatives." The larger group is called the "class" or "class members." The companies and individuals that are being sued are called the Defendants. In a class action, a court decides the claims of the Plaintiffs and all the class members against the Defendants in one case. That decision, whether in favor of the Plaintiffs and the Class or in favor of the Defendants, binds all class members.

The Plaintiffs named as class representatives for the Primary Settlement are Nicole MacTaggart and Glenn Wilder, Jr. The Plaintiff named as the class representative for the Pre-2018 Settlement is Plaintiff Scott Cavanagh. The Settling Defendants are President and Fellows of Harvard College and Mark F. Cicchetti.

3. Why is this lawsuit a class action?

The Court has decided, for purposes of the Settlement, that this settlement may go forward as a class action settlement because it meets the requirements of Massachusetts Rule of Civil Procedure 23, which governs class actions in Massachusetts courts.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs' claims are correct. Instead, both sides have agreed to the Settlement before the Court decides those issues. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this notice. This proposed settlement is a compromise. It does not mean that the Court decided anyone did anything wrong. Settling Defendants deny all the allegations and all legal claims in this case. Plaintiffs and their attorneys think the Settlement is best for Settlement Class Members.

WHO IS IN THE SETTLEMENT

5. Am I part of this Settlement?

The Settlement creates two classes based on the date that the donor's remains departed from the Harvard Morgue for final disposition.. Membership in the Settlement Classes depends on (1) your relationship to a Donor to the Harvard Anatomical Gift Program and (2) when the Donor's remains left the Harvard Morgue for final disposition. As to the relationship with the Donor, to be a member of one of the Settlement Classes, you must be:

- the spouse or registered domestic partner, child, parent, or sibling of a person who donated their body to the Harvard Anatomical Gift Program;
- the person named by the Donor in the Instrument of Anatomical Gift as the Donor's designee;
- a person to whom Harvard addressed correspondence regarding the subject matter of the Actions on or about June 14, 2023, and/or on or about December 7, 2023;
- a grandchild of a Donor who qualifies for the Primary Settlement Class; or
- a named Plaintiff in one of the consolidated actions in this matter.

In addition, the Donor's remains must have left the Harvard Morgue for final disposition during one of the following time periods:

- **Primary Settlement Class:** Donors whose Removal Receipt Date (the date the Donor's body left the Harvard Morgue and was sent for cremation or burial) is on or between January 1, 2018, and March 31, 2023
- **Pre-2018 Settlement Class:** Donors whose Removal Receipt Date (the date the Donor's body left the Harvard Morgue and was sent for cremation or burial) is on or between January 1, 2003, and December 31, 2017

You are not included if you are one of the Defendants; one of the people or entities released by the Settlement; Cedric Lodge; Denise Lodge; the judges who have worked on this case; or a member of those judges' immediate families.

Based on the information and records provided by Harvard concerning Donor records and the dates that Donors were released from the anatomical gift program for cremation or burial, the Claims Administrator has determined that you may be part of the **«SUBCLASS».**

6. I'm still not sure if I am included.

If you are still not sure whether you are a member of one of the Settlement Classes, you can call or write to the lawyers representing the Plaintiffs and the Settlement Classes in this case or contact the Settlement Administrator at **«TOLL FREE NUMBER»**. Their phone numbers or addresses are provided below.

THE SETTLEMENT'S BENEFITS

7. What does the Settlement provide?

Under the proposed settlement, on behalf of the Settling Defendants, Harvard will pay:

- \$52.5 million into a settlement fund for the Primary Settlement Class; and
- \$500,000 into a settlement fund for the Pre-2018 Settlement Class.

In addition to cash payments, as part of this Settlement, Harvard shall also provide additional consideration that includes: (1) a live-webinar statement for claimant families from the Dean for Medical Education of Harvard Medical School condemning the criminal conduct that occurred as morally reprehensible and inconsistent with the standards that Harvard expects for the treatment of AGP Donors and their loved ones; (2) a statement summarizing the significant changes to oversight, security, policies, and training that have been put into place to improve the operations of the Harvard AGP; and (3), Harvard will establish an AGP Donors Scholarship in honor of those individuals who donate their bodies to the AGP to further medical education and research to be awarded to a medical student to help defray the costs of medical school.

8. How will settlement benefits for Settlement Class Members be calculated?

The benefits will be calculated in two steps. First, each net settlement fund will be divided equally by the number of Donors with respect to whom timely and valid claims have been filed. Second, that amount of money will then be allocated between the individuals who filed timely and valid claims based on their relationship to a particular donor.

A detailed explanation, including examples, is provided in the Plan of Allocation. The Plan of Allocation and other important documents are available on the Settlement website.

9. If I submit a claim form, when will I receive the settlement benefit?

If the Court approves the settlement and there are no delays, payments are expected to be sent within 60 days after the Settlement becomes effective. The Court has scheduled a hearing on [REDACTED], but the Court may not approve the Settlement on that date.. Payments may be delayed for other reasons as well. For updates, please visit the settlement website at [website].

YOUR RIGHTS AND OPTIONS

10. Do I need to do anything now?

You must decide whether to:

- submit a claim form to ask for a payment; or
- object to the settlement if you disagree with it; or
- do nothing

If you want money from the settlement, you must submit a claim form. If you want to object, you must do so by [date]. If you do nothing, you will not receive any money from the settlement.

11. What do I need to do to receive the cash benefit provided for by the Settlement?

If you are a Settlement Class Member (see Items 5 and 6 above) and want to receive a cash benefit as described in this Settlement, you **MUST** submit a claim form either by mail or through the settlement portal on the settlement website. You can download the claim form from the website linked below or submit an online form through the settlement portal. Submit the completed, signed claim form (either by mail or online) by [DATE]. In exchange for those benefits, you will have released and waived your right to sue Defendants over the issues involved in this action. Even if you do not receive benefits from the Settlement, if the Court issues an order finally approving the Settlement, your right to sue the Settling Defendants over the issues involved in the lawsuit will be released and waived.

12. How do I object, if I want to?

If you want to object to the settlement, you must send a written objection so that it is received by the Court or postmarked by [date]. Your objection must be filed with the Court, and copies must be sent to Class Counsel. The Court's address is:

Civil Clerk's Office
Suffolk Superior Court
Three Pemberton Square
Boston, MA 02108

Class Counsel's mailing address for objections is:

In re Harvard Morgue Cases
Keches Law Group P.C.
ATTN: Isabelle Stacks
2 Granite Avenue #400
Milton, MA 02186
hmsclass@kecheslaw.com

To be effective, an objection must include:

- a) the case name and case number: "*In re Harvard Morgue Cases*, Case No. 2384CV01389-BLS2";
- b) the full name, mailing address, email address and telephone number of the Settlement Class Member objecting to the proposed Settlement;
- c) the name of the donor associated with the Settlement Class Member;
- d) the objector's signature or signature of an individual authorized to act on the objector's behalf;
- e) a statement with specificity of the grounds for the objection, enclosing any documents supporting the objection;
- f) the name, address, bar number, and telephone number of counsel for the objector, if represented by an attorney in connection with the objection; and

- g) whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel.

13. What happens if I do nothing at all?

If you do nothing, you will not receive a payment. You will still be bound by the settlement, including the release of certain claims against the Defendants.

14. When will the Court decide whether to approve the Settlement?

The Court will hold a hearing at [time] on [date] in Courtroom [number] at Suffolk Superior Court, Three Pemberton Square, Boston, MA 02108. The hearing date or time may change without further notice, so please check the settlement website for updates.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also consider Class Counsel's application for attorneys' fees and expenses. After the hearing, the Court will decide whether to grant final approval of the Settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Plaintiffs and the Settlement Classes in this case are represented by the following lawyers at the following law firms:

[KECHES LAW GROUP, P.C.]

By: _____
Jeffrey N. Catalano
Jonathan D. Sweet
2 Granite Avenue, Suite 400
Milton, Massachusetts 02186
Date: _____

MORGAN & MORGAN

By: _____

Shannon M. Pennock

111 2nd Avenue NE, Suite 1600,
St. Petersburg, FL 33701

Date: _____

PLAINTIFFS' LIAISON COUNSEL

MEEHAN BOYLE/ A KECHEs LAW FIRM

By: _____

Leo V. Boyle
100 Cambridge Street, Suite 2101
Boston, Massachusetts 02114
Date: _____

These lawyers are referred to as "Class Counsel." You can contact them by calling [Toll-Free Number to be Inserted] or emailing them at hmsclass@kecheslaw.com.

16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel represents all Settlement Class Members. You are permitted to have your own lawyer in addition to being represented by Class Counsel, but you will have to find and pay for that lawyer.

17. How will the Class Counsel be paid?

Class Counsel will ask the Court to approve attorneys' fees of up to one-third of the settlement amount (up to \$17,666,666.67), plus reimbursement of reasonable expenses. The amount the Court awards is subject to court approval and any award by the Court will be deducted from the total settlement amounts before any money is allocated and distributed to class members who submit timely and valid claims. The Court will decide how much to award for attorneys' fees and expenses. Counsel will file their request for an award of attorneys' fees, costs, and settlement administration expenses, no later than [date]. Settlement Class Members may obtain any such submission to the Court from the settlement website or by contacting Class Counsel.

GETTING MORE INFORMATION

18. Is more information available?

You can find more information about this case on the website [website], which contains the public versions of key filings in this case and further information related to the Settlement. If you have any questions about this class action notice or this case, you should contact one of the Class Counsel identified above, who will be pleased to answer your questions. There is no cost or obligation to contact Class Counsel with questions.
.DATED: _____, 2026

From: <i>In re Harvard Morgue Cases Settlement Administrator</i>
To: «Email Address»
Date: [Notice Date]
Subject: You May Be Eligible for a Payment from the Harvard Morgue Cases Settlement

Commonwealth of Massachusetts, Suffolk County
Superior Court – Business Litigation Session

MacTaggart v. President and Fellows of Harvard College (In re Harvard Morgue Cases), No. 2384CV01389-BLS2

Dear «First» «Last»,

You are receiving this notice because records indicate that you may be a spouse, registered domestic partner, child, parent, or sibling of a person (a “Donor”) who donated their body to the Harvard Anatomical Gift Program (“AGP”); the person named by a Donor in the Instrument of Anatomical Gift as the Donor’s designee; a person to whom Harvard addressed correspondence regarding the subject matter of the Actions on or about June 14, 2023, and/or on or about December 7, 2023; a grandchild of a qualifying Donor for the Primary Settlement class described below; or a named Plaintiff in the consolidated causes of action in this matter. If so, you may be eligible for a cash payment by submitting a claim.

A court ordered this notice because you have a right to know about this class action and about your options. This notice explains the lawsuit, the Settlement, and your legal rights. A more detailed notice is available via a link near the end of this email.

Your legal rights may be affected whether you act or do not act. Please read this notice carefully.

The lawsuit was filed by family members of individuals who donated their bodies and by people named in anatomical gift documents. The Defendants are President & Fellows of Harvard College (“Harvard”) and Mark F. Cicchetti.

Plaintiffs allege that Harvard and Mark F. Cicchetti failed to properly safeguard Donors’ remains. They claim this allowed Donors’ remains to be removed, dismembered, and sold, causing emotional distress and uncertainty about what happened to their loved ones. Harvard and Mr. Cicchetti deny these allegations. The Court has not decided who is correct.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
OPTION 1: SUBMIT A CLAIM	To receive the cash benefit described in this notice, you must submit a claim form by mail or through the settlement portal (which you can find on the settlement website) by [Claims Deadline] .

OPTION 2: OBJECT TO THE SETTLEMENT	Write to the Court and the lawyers for both sides if you do not like the Settlement. The Court will consider your objection in determining whether to approve the Settlement. The deadline to object to the Settlement is [Objection Deadline].
OPTION 3: DO NOTHING	Remain in the Settlement and receive no cash benefit.

Am I part of this Settlement? The Settlement creates two classes based on the date the Donor's remains were released from and left the Harvard Morgue.

You are a member of one of the Settlement Classes if:

- you are the spouse, registered domestic partner, child, parent, or sibling of a person who donated their body to the Harvard Anatomical Gift Program (a “Donor”); or
- you are the person named by a Donor in the Instrument of Anatomical Gift as the Donor's designee; or
- you are a person to whom Harvard addressed correspondence regarding the subject matter of the Actions on or about June 14, 2023, and/or on or about December 7, 2023; or
- you are a grandchild of a Donor who qualifies for the Primary Settlement Class (described below); or
- you are a named Plaintiff in one of the consolidated actions in this matter.

There are two settlement classes:

- **Primary Settlement Class:** Class members with claims relating to Donors whose Removal Receipt Date (the date the Donor's body left the Harvard Morgue and was sent for final cremation or burial per the Donor's wishes) is on or between January 1, 2018, and March 31, 2023. Grandchildren of qualifying Donors may also be eligible under this class.
- **Pre-2018 Settlement Class:** Class members with claims relating to Donors whose Removal Receipt Date is on or between January 1, 2003, and December 31, 2017.

Based on the information and records provided by Harvard concerning Donor records and the dates that Donors were released from the Harvard Morgue for final cremation or burial, the Claims Administrator has determined that you are part of the «SUBCLASS».

What does the Settlement provide? Under the proposed settlement, Harvard and Mark F. Cicchetti will pay:

- \$52.5 million into a settlement fund for the Primary Settlement Class; and
- \$500,000 into a settlement fund for the Pre-2018 Settlement Class.

In addition to cash payments, as part of this Settlement, Harvard shall also provide additional consideration that includes: (1) a live-webinar statement for claimant families from the Dean for Medical Education of Harvard Medical School condemning the criminal conduct that occurred as morally reprehensible and inconsistent with the standards that Harvard expects for the treatment of Donors and their loved ones; (2) a statement summarizing the significant changes to oversight, security, policies, and training that have been put into place to improve the operations of the Harvard AGP; and (3), Harvard will establish an AGP Donors Scholarship in honor of those individuals who donate their bodies to the AGP to further medical education and research to be awarded to a medical student to help defray the costs of medical school.

The Court may approve deductions from those funds for notice and administration costs, attorneys' fees, and expenses. The remaining money in each fund after deductions will be distributed to eligible Settlement Class Members under a Court-approved allocation plan.

The benefits will be calculated in two steps. First, each net settlement fund will be divided equally by the number of Donors on whose behalf valid claims have been filed. Second, that amount of money will then be allocated between the individuals who filed valid claims based on their relationship to a particular donor.

A detailed explanation, including examples, is provided in the Plan of Allocation. The Plan of Allocation and other important documents are available on the Settlement website.

How can I participate in the Settlement? If you are a Settlement Class Member and want to receive the cash benefit described in this Settlement, you **MUST** submit a claim. Claims may be submitted online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or by U.S. Mail. To submit by mail, a printable version of the Claim Form may be downloaded from the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Whether or not you file an approved claim and receive these cash benefits, you will have released and waived your right to sue Defendants over the issues involved in this action.

The deadline to submit a claim is **[Claims Deadline]**.

How do I object to the Settlement? If you want to object to the settlement, you must send a written objection by **[Objection Deadline]**. Your objection must be filed with the Court, and copies must be sent to Class Counsel. Addresses for each and further directions for objecting to the Settlement are available on the settlement website or by calling the toll-free number below.

Do I have a lawyer in this case? The Court has appointed experienced attorneys, called Class Counsel, to represent the Class.

How can I obtain more information? Detailed information on how to submit a claim, exclude yourself from the settlement, or object to the settlement is available on the settlement website, www.[SettlementWebsite].com, or by calling [Toll-Free Number to be Inserted].

Login ID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

SIMID: «SIMID»
CaseID: [CaseID]

Exhibit B

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

**SUPERIOR COURT
BUSINESS LITIGATION
SESSION 2**

IN RE HARVARD MORGUE CASES

Lead Case:

**Nicole MacTaggart, et al. v. President & Fellows of Harvard College, et al.,
2384CV01389-BLS2**

Consolidated Civil Action Nos.:

2384CV01461-BLS2
2384CV01481-BLS2
2384CV01602-BLS2
2384CV01640-BLS2
2384CV01843-BLS2
2384CV02002-BLS2
2384CV02223-BLS2
2384CV02373-BLS2
2384CV02624-BLS2
2384CV02699-BLS2
2384CV02836-BLS2
2584CV02954-BLS2
2684CV01719-BLS2

[PROPOSED] PRELIMINARY APPROVAL ORDER

The Court having reviewed the Plaintiffs' Assented-to Motion for Preliminary Approval of the Settlement of this Action (the "Motion") and the Exhibits thereto, including the Class Action Settlement Agreement dated August 14, 2026 (the "Settlement Agreement") between Plaintiffs, individually and on behalf of the Class ("Plaintiffs") and the Settling Defendants President and Fellows of Harvard College ("Harvard") and Mark F. Cicchetti (hereinafter "Settling Defendants"), and good

cause appearing therefor, IT IS HEREBY ORDERED AS FOLLOWS:

1. For purposes of this Order, the Court adopts all the defined terms that are used in the Settlement Agreement and incorporates those terms by reference in this Order.

2. The Court preliminarily approves the Settlement of this Action that is set forth in the Settlement Agreement. Subject to any further submissions that may be made at or prior to the Final Approval Hearing described below, the Court finds that the Settlement is fair, just, reasonable and adequate to the certified Class and its members.

3. The Court hereby certifies the Settlement Classes (the “Class”) defined in the Settlement Agreement. The Court finds that, for settlement purposes only, the proposed Settlement Class meets all the requirements of Massachusetts Rule of Civil Procedure 23(a) and (b), namely that the Settlement Classes are so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the Settlement Class Representatives are typical of the Class; that the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Classes as they have no interests antagonistic to or in conflict with the Settlement Classes and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

4. The Court hereby appoints the following as Class Counsel: Jeffrey N. Catalano of Keches Law Group, P.C. and Shannon Pennock of Morgan & Morgan as Co-Lead Counsel; Leo V. Boyle of Boyle Meehan (a Keches Law Firm) as Liaison Counsel.

5. The Court hereby appoints Plaintiffs Nicole MacTaggart and Glenn Wilder, Jr., as Class Representatives of the Primary Settlement Class and Plaintiff Scott Cavanagh as Class Representative of the Pre-2018 Settlement Class.

6. The Court hereby approves the form of Notice attached to the Settlement Agreement as Exhibit 3. The Court finds that the Notice is reasonably and practicably calculated to apprise the Class of the proposed Settlement, and their rights and obligations thereunder, including, *inter alia*, their rights to submit claims, to object to the Settlement and to attend the Final Approval Hearing.

7. The Court approves the plan of notice as described in the Declaration of Jacob Kamenir, Vice President of Legal Notice for Simpluris, Inc., which is **Exhibit C** to the Motion (“Kamenir Declaration”). The Court finds that the plan of mail, publication and internet notice described in the Kamenir Declaration is appropriate and is reasonably and practicably calculated to apprise the Class of the proposed Settlement, and their rights and obligations thereunder, including, *inter alia*, their rights to submit claims, to object to the Settlement and to attend the Final Approval Hearing.

8. The Court approves the appointment of Simpluris, Inc. as the Settlement Administrator.

9. The Settlement Administrator shall implement the plan of Notice as described in the Kamenir Declaration.

10. The Settlement Administrator will provide Notice to the Class in accordance with the Notice Plan within 30 days of the date of this Preliminary Approval Order (the "Notice Date").

11. The Court hereby approves the Claim Form attached to the Settlement Agreement as Exhibit 2. To be valid, any Claim Form must be submitted to the Settlement Administrator in the manner provided in the Claim Form, and no later than 113 days after this Preliminary Approval Order.

12. No later than 35 days after this Preliminary Approval Order, Plaintiffs shall file with the Court and serve on Defense Counsel, their Motion for Final Approval of the Settlement and any supporting materials and Plaintiffs' Application for an Award of Fees and Expenses, and any supporting materials. All those filings shall also be posted on the settlement website set up by the Settlement Administrator promptly after they are filed with the Court.

13. No later than 90 days after this Preliminary Approval Order, any Class member wishing to object to the approval of this Settlement Agreement or the Fee Application shall file his or her objections with the Court and serve the Parties

following the procedures and objection deadlines set forth in the Notice. Any Class member who fails to object timely to the Settlement or the Fee Application in the manner described in the Notice shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement or the Fee Application at the Fairness Hearing, and shall be foreclosed from seeking any review of the Settlement or Fee Application by appeal or other means. Any Party may file a response to any objection no later than 97 days after this Preliminary Approval Order.

14. Not later than 97 days after this Preliminary Approval Order, Class Counsel shall file an affidavit or declaration from the Settlement Administrator attesting to compliance with and completion of the plan of Notice set forth in the Kamenir Declaration.

15. The Court hereby enjoins Settlement Class Members, pending final approval, from prosecuting Released Claims except as permitted by the Court.

16. The Court hereby directs the Parties, Class Counsel and Defense Counsel to proceed in accordance with the terms of the Settlement Agreement and hereby authorizes them to take all acts reasonably necessary to implement this Preliminary Approval Order.

17. The Final Approval Hearing shall be held at _____ m. on _____, 2026, in Courtroom _____, Suffolk Superior Court, 3 Pemberton

Square, Boston, Massachusetts, to determine whether the proposed Settlement of the Actions, as set forth in the Settlement Agreement, should be approved as fair, reasonable and adequate to the Class and its members, and whether the Final Order and Judgment approving the Settlement should be entered. At the Final Approval Hearing, the Court also will determine whether Class Counsel's Fee Application should be approved. At that hearing the Court will also consider any timely objections to the Settlement Agreement or the Fee Application, and all responses to objections by the Parties.

18. The Court may, for good cause, change the date of the Final Approval hearing or extend any of the deadlines set forth in this Order without further notice to the Class members.

IT IS HEREBY ORDERED.

Dated: _____, 2026

Justice of the Superior Court

Exhibit C

1 Jeffrey N. Catalano, Esq.
Jonathan D. Sweet
2 **KECHES LAW GROUP, P.C.**
2 Granite Avenue, Suite 400
3 Milton, Massachusetts 02186
Telephone: (510) 891-9800
4 Facsimile: (510) 891-7030
jcatalano@kecheslaw.com
jsweet@kecheslaw.com

6 Shannon Pennock, Esq.
Morgan & Morgan
111 2nd Avenue NE, Suite 1600,
7 St. Petersburg, FL 33701
Telephone: (949) 720-1288
8 Fax: (949) 720-1292
shannon.pennock@forthepeople.com

9 *Lead Action Plaintiffs' Counsel*

10
11 **Commonwealth of Massachusetts, Suffolk County
Superior Court – Business Litigation Session**

12 Nicole MacTaggart, et al.,

13 Plaintiffs,

14 vs.

15 President & Fellows of Harvard College, et
al.,

16 Defendants.

CLASS ACTION

Case No. 2384CV01389-BLS2

Assigned for All Purposes to:

**DECLARATION OF JACOB KAMENIR ON
BEHALF OF SETTLEMENT
ADMINISTRATOR, SIMPLURIS, INC., IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 12, 2026

23
24 I, Jacob Kamenir, declare as follows:

25 **QUALIFICATIONS**

26 1. I am Vice President for Legal Notice at Simpluris, Inc. ("Simpluris"). Simpluris is a
27 national full-service class action notice and claims administrator located at 3194-C Airport Loop Dr.,
28 Costa Mesa, California 92626. I am over twenty-one years of age and authorized to make this

1 Unique among other administrators, Simpluris has developed a comprehensive, integrated
2 administration system, Cadence, which was designed specifically to provide the highest level of
3 data privacy and anti-intrusion security. Our systems are monitored, tested, and constantly
4 upgraded by a highly experienced team of IT professionals, and systemwide security is overseen
5 directly by our CTO.
6

7 6. Simpluris is SOC 2 Type 1 and Type 2 certified. SOC 2 is a standard developed by
8 the American Institute of CPAs (AICPA) to ensure that customer data is handled in a way that
9 meets strict security, availability, integrity, confidentiality, and privacy standards. Certification
10 requires an extensive audit of all aspects of company data practices by a qualified independent
11 CPA or accounting firm. A security summary, further describing best practices and safeguards is
12 attached hereto as Exhibit 1.
13

14 7. As an approved Redress Administrator for the FTC, and approved Fund
15 Administrator for the SEC, Simpluris maintains Federal Information Security Management Act
16 ("FISMA") and National Institute of Standards and Technology ("NIST") certification for data
17 security.
18

19 **Security and Access Controls**

20 8. In compliance with the above certifications, Simpluris maintains strict physical and
21 electronic access controls. For physical infrastructure and equipment these include access logs,
22 video monitoring, and alarm systems. For electronic systems, this includes comprehensive,
23 constantly monitored and updated, best-in-class anti-intrusion and anti-exfiltration measures.
24 Access privileges to all computers, including individual employee workstations, is limited to the
25 minimum required. Requests for additional privileges must be approved by both the employee's
26 manager and IT security.
27
28

Administrative Policies

9. All Simpluris employees undergo a pre-hire background check and screening process.

10. All Simpluris employees enter into a non-disclosure agreement.

11. All Simpluris employees are required to undergo HIPAA training.

12. All Simpluris employees are held to the highest ethical standards, and expected behavior is codified in the Employee Handbook, as well as other written policies and procedures. Simpluris adheres to clearly defined disciplinary procedures, and violations of policy can result in consequences up to and including termination of employment.

13. Only US-based employees have access to systems that contain class data.

14. When employment ends, the former employee's access to all Simpluris physical locations and electronic systems is immediately terminated.

15. Simpluris carefully reviews all vendors and third-party services and service providers, and engages only those who meet our high standards for security and reliability.

16. Simpluris has never experienced a data breach. However, should such an event take place, Simpluris maintains a detailed incident response plan. The plan includes specific internal procedures and responses, as well as external notifications to our general counsel and third-party stakeholders.

Data Practices

17. Simpluris will collect and maintain class data only to the extent required by the administration of this settlement.

18. In all situations in which Simpluris employees handle PII and PHI, including class member data, we do so solely for the purpose of carrying out our duties and responsibilities as a third-party administrator.

20. Simpluris maintains appropriate insurance coverage, including E & O and cybersecurity policies.

21. This matter arises from the consolidated proceedings captioned *In re Harvard Morgue Cases*, with lead case *Nicole MacTaggart, et al. v. President & Fellows of Harvard College, et al.*, Civil Action No. 2384CV01389-BLS2, pending in the Superior Court of the Commonwealth of Massachusetts, Suffolk County, Business Litigation Session 2. The consolidated proceedings involve fourteen separately filed actions arising from alleged misconduct relating to human remains donated to, accepted by, and handled by the Harvard Anatomical Gift Program (“AGP”). Plaintiffs allege that some Donors’ remains entrusted to Harvard were mishandled, desecrated, and otherwise improperly treated in connection with the alleged conduct of former Harvard morgue employee Cedric Lodge.

22. The proposed Settlement involves two Settlement Classes, as defined in the Settlement Agreement:

Primary Settlement Class: Any now living spouses, registered domestic partners, children, grandchildren, parents, siblings, and/or AGP Designees of any Donor with a Removal Receipt Date on or between January 1, 2018 and March 31, 2023. The Primary Settlement Class also includes any Plaintiffs who have filed an Action asserting claims relating to any Donor with a Removal Receipt Date on or between January 1, 2018 and March 31, 2023.

Pre-2018 Settlement Class: Any now living spouses, registered domestic partners, children,

1 parents, siblings, and/or AGP Designees of any Donor with a Removal Receipt Date on or
2 between January 1, 2003 and December 31, 2017. The Pre-2018 Settlement Class also
3 includes any Plaintiffs who have filed an Action asserting claims relating to any Donor with
4 a Removal Receipt Date on or between January 1, 2003 and December 31, 2017.

5 23. Simpluris has been selected by Class Counsel to serve as Settlement Administrator,
6 subject to Court approval, and to prepare a Notice Program to reach Settlement Class Members,
7 inform them about the Settlement, and describe their rights and options.

8 **OVERVIEW**

9 24. Pending approval by the Court, Simpluris has been selected by counsel to serve as the
10 Settlement Administrator in this matter. In accordance with the terms of the Settlement Agreement,
11 Simpluris will be charged with, among other responsibilities:

12 (a) Developing and maintaining an interactive settlement website that will host
13 relevant settlement documents; allow eligible Class Members to submit claims electronically
14 and elect to receive their payments digitally or by check; and comply with data privacy
15 requirements, including a detailed Privacy Policy;

16 (b) Establishing and maintaining an Interactive Voice Response ("IVR")
17 settlement toll-free telephone number that will be available 24 hours a day and will offer
18 answers to frequently asked questions ("FAQs"); live agents will be available as an option;

19 (c) Establishing and maintaining a settlement-specific email box which will be
20 monitored for Class Member inquiries;

21 (d) Mailing a Notice Packet with Claim Form and a pre-paid postage envelope for
22 returning Claim Forms to eligible Class Members in order to provide information on such
23 topics as how to file a claim, the deadline to do so, and other relevant dates;

24 (e) Establishing and maintaining a 26 CFR § 1.468B-1 compliant Qualified
25 Settlement Fund;

26 (f) Processing incoming claims, objections, and related class correspondence;

27 (g) Calculating the amounts due to each Class Member pursuant to the Settlement;

28 (h) Processing payments to Class Members who submit valid claims;

(i) Preparing and filing all applicable tax forms and tax returns with state and federal agencies; and

(j) Reporting on the status of the claims and distribution as required by the parties and Court.

CLASS IDENTIFICATION METHODOLOGY

25. Simpluris will receive two primary sources of class data: (1) the Donor list maintained by Harvard's Anatomical Gift Program, which includes the names of Donors and their AGP Designees; and (2) the client list maintained by Plaintiffs' Counsel, which includes individuals who have retained counsel in connection with the Actions.

26. Because Settlement Class Members are defined as the living family members and AGP Designees of Donors—rather than the Donors themselves—Simpluris will conduct upfront next-of-kin searches for all Donors identified through these data sources prior to sending notice. These searches will be conducted using LexisNexis, which aggregates data from a wide variety of public records, electronic directory assistance listings, real estate records, and other sources, to identify the current names and addresses of Settlement Class Members.

27. Upon receipt and processing of all data sources and completion of next-of-kin searches, Simpluris will compile a unified Settlement Class Member database to be used as the basis for Direct Notice. This database will be considered to contain the complete Class for notice purposes.

DIRECT NOTICE

28. **Notice by United States Mail.** Simpluris will send a Class Notice packet by First Class United States Mail to each Settlement Class Member identified in the Settlement Class Member database. The Class Notice packet will consist of the Long Form Notice, Claim Form, and a business reply envelope with prepaid postage.

29. Prior to mailing, Simpluris will update mailing addresses via the USPS National Change of Address ("NCOA") database, which provides updated address information for individuals who have moved during the previous four years and filed a change of address with the USPS. All addresses will also be processed through the USPS Coding Accuracy Support System ("CASS") and Locatable Address Conversion System ("LACS") to ensure deliverability.

1 30. Notices returned to Simpluris by the USPS with a forwarding address will be re-
2 mailed to the updated address provided by the USPS, and the Settlement Class Member database will
3 be updated accordingly. Notices returned without a forwarding address will be noted in the Settlement
4 Class Member database.

5 31. **Notice by Email.** All Settlement Class Members for whom an email address is
6 available will receive direct notice by email. The email notice will contain all critical information
7 and deadlines about the Settlement, as well as a hyperlinked address to the Settlement Website, and
8 the toll-free number to the call center.

9 32. Prior to sending email notice, all email addresses will undergo syntax, domain, and
10 mailbox verification to ensure that they are deliverable.

11 33. Simpluris sends all notice emails from high-reputation IP addresses. IP reputation
12 scores are developed by internet service providers (“ISP”) and email service providers (“ESP”) as a
13 measure of behavioral quality and trustworthiness. Using high-reputation IPs ensures that ISPs and
14 ESPs do not filter emails sent as part of a high-volume “blast.” Additionally, ESPs like Google’s
15 Gmail will by default deliver high-reputation emails to the “primary” inbox

16 **SUPPLEMENTAL DIGITAL NOTICE PROGRAM**

17 34. In addition to Direct Notice, Simpluris will implement a Supplemental Digital Notice
18 program to reach Settlement Class Members who may not receive Direct Notice and to provide
19 additional notice opportunities to all Settlement Class Members. The Supplemental Digital Notice
20 program is national in geographic scope and is targeted to adults aged 18 and older, reflecting the
21 broad demographic profile of the Settlement Classes, which include grandchildren and other younger
22 relatives of Donors. The notice program will run for no fewer than 30 days, and is expected to
23 produced 4.4 million impressions.

24 35. The Supplemental Digital Notice program consists of the following components:

25 36. **Social Media—Meta (Facebook, Instagram, and Threads).** Digital notice ads will
26 be placed on Meta's Facebook, Instagram, and Threads platforms. A custom audience will be
27 developed by matching known Settlement Class Member data—including next-of-kin identified
28 through upfront skip tracing—to Meta user profiles to reach identifiable Settlement Class Members

1 directly on the platform. A lookalike audience will also be created based on those matched profiles
2 to extend reach to adults aged 18 and older with demographic and behavioral characteristics similar
3 to known Settlement Class Members, including those with an interest in Harvard and/or Harvard
4 Medical School.

5 37. **Display Banner Ads.** Programmatic display banner ads will be targeted using a
6 custom audience developed from known Settlement Class Member data, including next-of-kin
7 identified through upfront skip tracing. Ads will be delivered at the household level, ensuring that
8 notice reaches all potential Settlement Class Members within a household, including spouses, adult
9 children, grandchildren, and other qualifying family members who may reside at the same address.
10 Targeting will also include adults aged 18 and older with interests in caregiving, estate planning, and
11 elder care.

12 38. **Google Search.** Search ads will be displayed to users who search for keywords related
13 to the case or settlement. These ads direct users to the Settlement Website when they use key phrases
14 rather than specific URLs, ensuring that Settlement Class Members who independently search for
15 information about the Settlement can easily find it.

16 39. All digital notice ads will be hyperlinked (“clickable”) so that users who interact with
17 the ads will be taken directly to the Settlement Website.

18 40. All ads will be designed to be eye-catching by using relevant imagery. Ad text will be
19 drafted with plain-language principles—short, simple words, in short simple sentences.

20 41. All ads will be designed to be correctly displayed and easily viewed on any device.

21 **SETTLEMENT WEBSITE**

22 42. Prior to disseminating Class Notice, Simpluris will establish and maintain a dedicated
23 settlement website located at www.HarvardMorgueSettlement.com (the “Settlement Website”). The
24 Settlement Website will host important documents and case-related information, highlight relevant
25 dates and deadlines, and provide answers to frequently asked questions. All digital notice materials
26 will be hyperlinked directly to the Settlement Website.

27 43. Settlement Class Members will be able to file a claim and submit supporting
28 documentation directly on the Settlement Website. The Settlement Website will comply with

1 applicable data privacy requirements, including a detailed Privacy Policy.

2 **DEDICATED TOLL-FREE HOTLINE**

3 44. Simpluris will establish and maintain a case-specific toll-free telephone number that
4 will be listed in the Class Notice and on the Settlement Website. The toll-free number will utilize an
5 interactive voice response ("IVR") system to provide Settlement Class Members with responses to
6 frequently asked questions and other essential information about the Settlement. The toll-free number
7 will be accessible 24 hours a day, 7 days a week. Live agents will be available to assist callers during
8 regular business hours.

9 **CLAIMS ADMINISTRATION**

10 45. Settlement Class Members will be able to file claims either online through the
11 Settlement Website or by returning a paper Claim Form by mail. Paper Claim Forms will be available
12 for download and printing from the Settlement Website.

13 46. Simpluris will coordinate with counsel to implement procedures for validating
14 Settlement Class Member claims. To the extent a claim is determined to be deficient, Simpluris will
15 notify the Settlement Class Member and allow a reasonable opportunity, not to exceed 30 days, to
16 cure the deficiency. Simpluris will provide counsel with timely reports on claims submitted,
17 including any deficiencies.

18 47. Dispute resolution for claims will be conducted in accordance with the Settlement
19 Agreement and in consultation with counsel. Simpluris will timely notify counsel of any disputed
20 claims.

21 48. Simpluris will immediately notify counsel if any objections are received.

22 **AWARD DISBURSEMENT**

23 49. Simpluris will establish and maintain two separate 26 CFR § 1.468B-1 compliant
24 Qualified Settlement Funds: The Harvard Anatomical Gift 468B Qualified Settlement Fund I, for
25 claims of the Primary Settlement Class, and The Harvard Anatomical Gift 468B Qualified Settlement
26 Fund II, for claims of the Pre-2018 Settlement Class. Simpluris will ensure that all federal and state
27 statutory and regulatory tax filing and reporting requirements are fully complied with and completed.

28 50. Once the Claims Deadline has passed, Simpluris will calculate individual award

1 amounts based on the Court-approved Allocation Plan and disburse award payments to eligible
2 Claimants. Where appropriate, tax documents will be issued to Settlement Class Members.

3 51. Any mailed award payment checks that are returned as undeliverable will be noted in
4 Simpluris' records. Settlement Checks will be void 120 days after issuance. Any unclaimed funds
5 will be disposed of in accordance with the Settlement Agreement and subject to Court approval.

6 **CONCLUSION**

7 52. The Notice Program described in this declaration is designed to provide the best notice
8 practicable under the circumstances, consistent with the requirements of Mass. R. Civ. P. 23 and
9 applicable due process standards. The combined Direct Notice and Supplemental Digital Notice
10 programs are designed to ensure that Settlement Class Members have a meaningful opportunity to
11 learn about the Settlement, understand their rights and options, and submit a claim.

12 53. Simpluris will administer this Settlement in accordance with the Settlement
13 Agreement, the Court's orders, and the highest industry standards, in full compliance with all
14 applicable federal and state laws, regulations, and guidelines.

15 54. Simpluris estimates the total cost of the administration will be \$169,245.

16 I declare under penalty of perjury under the laws of the Commonwealth of Massachusetts that
17 the foregoing is true and correct.

18
19 Executed this 14th day of August, 2026, at Albert Lea, Minnesota.

20 

21
22 Jacob Kamenir

Exhibit 1



simpluris

Data Security and Technology

800-779-2104

3194-C Airport Loop Dr., Costa Mesa, CA 92626

inquiries@simpluris.com | simpluris.com





Simpluris utilizes purpose-built proprietary software as well as industry best-of-breed technologies to administer complex matters with accuracy, efficiency, security, scalability, and cost-effectiveness. Our technology stack has been built from the ground up to meet the needs of complex matters including class action and mass arbitration settlements, government regulatory orders, corporate remediations and other mass legal administration engagements.

To fulfill the needs of these matters, Simpluris must be nimble while meeting rigorous security requirements and high-quality standards. Our in-house technologies are continuously refined, tuned, and improved throughout Simpluris' tenure.

Our technology team and entire business prioritize security as one of our major tenants to ensure our client's data remains secure and protected. To protect your data, Simpluris utilizes industry best practice tools and techniques including providing an encrypted secure file transfer (i.e. SFTP) platform for exchanging sensitive documents; encrypting all data at every level possible including encryption in transit, at rest, at hard-disk/block level, database level, and client/network layer; utilization of multi-factor authentication for all employee access; and extensive, ongoing required employee training to ensure our people understand the latest security threats & prevention techniques, and general best practices.



Data Security

Certifications and Attestations

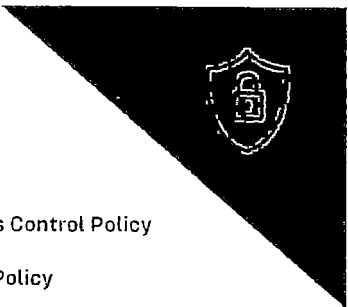
Simpluris maintains a comprehensive information security program to ensure the highest level of care and concern is taken to protect our company and customers' information assets. Simpluris is annually audited by third-party providers for security policy and procedure review to ensure compliance with all necessary controls and requirements.

- SOC 1 Type 1
- SOC 2 Type 1
- SOC 2 Type 2
- HIPAA
- Penetration Testing
- Vulnerability Management

Information Security Program

Simpluris maintains a written Information Security Program (ISP) designed to: (a) ensure the security, privacy and confidentiality of client and investor information; (b) protect against any reasonably anticipated threats or hazards to the security or integrity of client information; and (c) protect against unauthorized access to, use, deletion, or modification of investor information.





Simpluris Information Security Policy Document Index

Acceptable Use Policy	Network Firewall Policy	Access Control Policy
Password Policy	Antivirus and Malware Policy	Audit Policy
Patch Management / Update Policy	Physical Security Policy	Backup Policy
Privacy Policy (Internal)	Business Continuity Plan	Removable Media Policy
Change Management Policy	Risk Assessment & Treatment	Disaster Recovery Policy
Data Retention Policy	Roles & Permissions Matrix	HIPAA Assigned Responsibility
Software Development Lifecycle Policy	HIPAA Oversight Policy	Server Security Policy
HIPAA Security Rule	System & Network Configuration Policy	Incident Response Policy
Wireless Access Policy	Internal Controls Policy	Vendor Management Policy
Mobile Device Policy	Information Classification & Handling Policy	Risk Management Policy

Systems, Processes & Tools



Penetration testing



SIEM, firewall, VPN endpoint, data loss prevention, intrusion prevention



Cloud email security service



Endpoint security



Cloud-hosted email & security



Cloud-hosted endpoint management



IT & development ticketing & documentation



Vulnerability management



Cloud-hosted identity management, storage solutions, MFA, endpoint management



Amazon AWS (EC2, EBS, CloudWatch)
Cloud-hosted virtual servers, file storage, identity management, WAF, website hosting

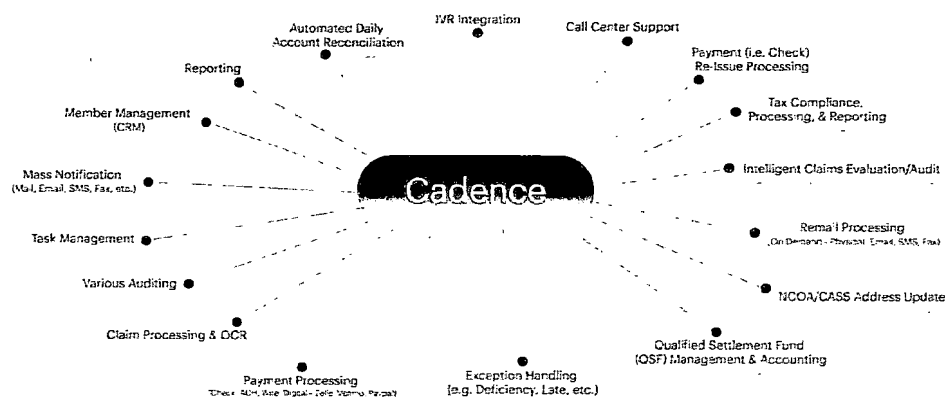




Our Technology Solutions

Cadence

Cadence™, our internally developed complex administration management tool, acts as a single centralized platform for the entire lifecycle of a project. Cadence uses security best practices including a role-based permission model, encryption at rest and in transit, and database and disk encryption. Our internal features include built-in integrated data and address augmentation (NCOA, CASS, Skip Tracing), address validation built-in, deep auditing and logging, maker/checker type validation steps and checkpoints to enforce accuracy and security, and prevent fraud and mistakes.



Case Website and Claims Portal

Cadence enables the development of claims processing websites specifically tailored for highly scalable and redundant situations using serverless, cloud-based technologies built on top of Amazon AWS. Features include login or authentication, multi-language support, milestones, document sharing, custom online claim forms, e-signature and more. Our case websites are ADA/Section 508 compliant while fully implementing security best practices. We perform encryption of all data, actively monitor and scan all incoming and outgoing data for threats both internal and external, as well as auditing and monitoring all systems for suspicious activity to ensure we are providing the highest possible protection and availability of data assets.

Malware, Fraud, & Data Protection:

Simpluris has built an extensive ecosystem using both custom in-house and off-the-shelf tools to protect our customers, class members, and business from the multitude of today's external security threats. Our highly scalable and redundant claims processing website platform has various malware and fraud prevention technologies integrated including duplicate detection and prevention, fraud prevention, and custom Real Time Claim Validation (RTCV) technology to filter prospective logins/claims based on customer-defined rules. This, in conjunction with our plethora of Gartner magic quadrant best-of-breed malware and ransomware prevention tools, ensures that data is protected whether it's processed through case websites, documents, emails, or any other transmission method. Our security specialists are trained and staffed to monitor our systems, applications, and networks 24/7 for any threats and are ready to respond at a moment's notice.



* Our Team

Simpluris technology professionals include information technology administrators, security specialists, data analysts, database administrators, data engineers, developers, and web designers. They continually monitor and adapt our systems and processes according to business needs and ensure our systems are secure and stabilized against the ever-changing threat landscape, and remain current with the latest in industry best practices. In addition, we provide ongoing employee education and training to inform, test, and verify their knowledge of the latest security threats and mitigation strategies.

Simpluris' history is rooted in class action settlement administration and our management team's experiences are vast and diverse. The Simpluris executive leadership team boasts more than 100 years of experience in corporate, financial and legal administration, including:

- Executive management of the largest legal administration operation in the world that produced 200+ million notifications, 10+ million claims and \$5+ billion funds disbursed per year on average.
- A few of the most notable matters our leadership team has presided over include the largest data breach responses, corporate restructures and antitrust settlement administrations in US history.
- Oversight of the largest consent orders handed down from OCC, DOJ, CFPB & FTC over the last decade.
- Fostering hundreds of client relationships with the premier government entities, law firms and financial institutions in the world.

The Executive Team



Kevin Lee

Chief Executive Officer & President
klee@simpluris.com



Zach Hoffman

Co-Founder, Chief Technology Officer
zhoffman@simpluris.com



Doug Norman

Chief Financial Officer
dnorman@simpluris.com



Patrick Ivie

Chief Revenue Officer
pivie@simpluris.com



Wes Alford

Senior Vice President, Client Services
walford@simpluris.com



Paul Saroj

Senior Vice President, Strategic Partnerships
psaroj@simpluris.com

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$53M Harvard Settlement Resolves Class Action Lawsuit Over Mishandled Human Remains](#)
