

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA

LUKE HEFLIN, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

YORK COUNTY SCHOOL OF
TECHNOLOGY,

Defendant.

COURT OF COMMON PLEAS
YORK COUNTY
CIVIL DIVISION

Case No. 2024-SU-001254

Judge Matthew D. Menges

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement” or “Agreement”),¹ dated as of May 21, 2025 (the “Execution Date”), is entered into by and between Plaintiff Luke Heflin (“Plaintiff”), on behalf of himself and the Settlement Class, on the one hand, and Defendant York County School of Technology (“York” or “Defendant”) (collectively, the “Parties”), on the other hand. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court. This Agreement fully and finally compromises and settles any and all claims that are, were, or could have been asserted in *Luke Heflin et. al. v. York County School of Technology*, Case No. 2024-SU-001254 (Pa. Com. Pl., York Cty.) (the “Action”).

I. Recitals

1. Defendant is a technical school located in York, Pennsylvania.
2. In the course of operating the school, Defendant collects, maintains, and stores personal information pertaining to its former and current students, employees, and applicants for

¹ All capitalized terms herein shall have the same meanings as those ascribed to them in Section II below.

admission or employment, including, but not limited to, their full name, address, Social Security number, and driver's licenses or state IDs.

3. Cyber-criminals gained unauthorized access to the Defendant's network on or about March 27, 2023 and April 26, 2023, and Private Information related to some of the Defendant's former and current students, employees, or applicants for admission or employment may have been exfiltrated (the "Data Incident").

4. In April 2024, after an investigation, Defendant began notifying, by letter, individuals who may have had their Private Information impacted in the Data Incident.

5. As a result of the Data Incident, Plaintiff commenced a class action lawsuit on April 26, 2024, against Defendant, asserting claims arising out of the Data Incident.

6. Defendant filed preliminary objections to the Complaint on July 19, 2024, to which Plaintiff filed a response in opposition on August 20, 2024. Defendant filed a reply in support of its preliminary objections on August 26, 2024. The Court ruled on the preliminary objections on October 25, 2024, sustaining in part and overruling in part Defendant's preliminary objections, allowing Plaintiff's claims for breach of implied contract and unjust enrichment to proceed.

7. Shortly thereafter, the Parties began discussing settlement and scheduled a mediation with an experienced data breach class action mediator, Bennett G. Picker, Esq., to occur on April 2, 2025.

8. The Parties mediated on April 2, 2025, and after many hours of negotiating, finally agreed upon the material terms of a settlement.

9. The Parties now agree to settle the Action in its entirety, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the Data Incident and the allegations made in the Complaint, and to avoid the litigation costs

and expenses, distractions, burden, expense, and disruption to their business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint (and similarly do not concede any of the allegations in the other complaints in the Related Actions), and disclaim and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff has entered into this Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend for this Agreement to bind Plaintiff, Defendant, and all Settlement Class Members.

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

II. Definitions

18. “Action” means the lawsuit entitled: *Luke Heflin, et al. v. York County School of Technology*, Case No. 2024-SU-001254, filed in the Court of Common Pleas of York County, Pennsylvania.

19. “Alternative Cash Payment” means the Settlement Benefit consisting of a \$45.00 cash payment that Settlement Class Members may elect under Section IV herein.

20. “Application for Attorneys’ Fees, Costs, and Service Award” means the application to be filed, seeking a Service Award for Class Representative and Class Counsel’s attorneys’ fees

and reimbursement for costs and expenses.

21. “Cash Payment for Out-of-Pocket Losses” means the Settlement Benefit that Settlement Class Members, who incurred out-of-pocket losses, may elect under Section IV herein.

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

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

24. “Claim Form Deadline” means the deadline by which Settlement Class Members must submit a Claim Form for any Settlement Payment to which the Claimant is entitled, which shall be sixty (60) days after the Notice Date, or upon such other date as set by the Court in the Preliminary Approval Order.

25. “Claimant” means a Settlement Class member who submits a Claim Form.

26. “Class Counsel” means: Benjamin F. Johns of Shub Johns & Holbrook LLP and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC.

27. “Class List” means a list of all individuals in the Settlement Class. Defendant shall prepare and provide the Class List to the Settlement Administrator for Notice using information in its records, and do so within seven (7) days of entry of the Preliminary Approval Order. The Class List shall include the Settlement Class’s names and postal address.

28. “Class Representative” means Plaintiff.

29. “Complaint” means the Class Action Complaint filed in the Action on April 26, 2024.

30. “Court” means the Court of Common Pleas of York County, Pennsylvania and the Judge(s) assigned to the Action.

31. “Data Incident” means the incident in which an unauthorized third party potentially

gained access to Settlement Class Members' Private Information on April 26, 2023, which led to Defendant filing a notice of data breach with the Maine Attorney General in April 2024.

32. "Defendant" means York County School of Technology ("York").

33. "Defendant's Counsel" means Jason Confair of Saxton & Stump and Timothy Lowe of McDonald Hopkins LLC.

34. "Effective Date" means (a) the settlement pursuant to this Settlement Agreement is approved by the Court; (b) the Court has entered a Final Approval Order and Judgment (as that term is defined herein); (c) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired and no appeal has been taken or, if such an appeal or request for permission to appeal has been filed, the appeal has been dismissed in its entirety, or the Final Approval Order and Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review; or the Court following resolution of the appeal enters a further order or orders approving the settlement on the material terms set forth herein and either the time to further appeal from such order has expired and no further appeal is taken from such order(s) or any such appeal has been finally resolved and results in affirmation of such order(s) with no right to pursue further remedies or relief existing. Notwithstanding the foregoing, any order modifying or reversing any Attorneys' Fees and Expenses Award or Service Award made in this case shall not affect whether the Final Approval Order and Judgment is "Final" as defined herein or any other aspect of the Final Approval Order and Judgment.

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

36. "Final Approval" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for

Final Approval.

37. “Final Approval Hearing” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs and Service Award.

38. “Final Approval Order and Judgment” means the final order and separate Final Judgment that the Court enters granting Final Approval of the Settlement, in the form of or materially in the form of the proposed Final Approval Order and Judgment, which will be submitted with the motion seeking Final Approval of the Settlement. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel.

39. “Long Form Notice” means the long form notice of the Settlement, substantially in the form attached as **Exhibit B**, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

40. “Motion for Final Approval” means the motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

41. “Motion for Preliminary Approval” means the motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

42. “Notice” means the Postcard Notice, Long Form Notice, Publication Notice, Settlement Website, and settlement telephone line that Plaintiff and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

43. “Notice Date” means forty-five (45) days following entry of the Preliminary Approval Order, by which date the Settlement Administrator shall commence the Notice Program provided herein.

44. “Notice Program” means the methods provided for in this Agreement for giving

Notice and consists of the Postcard Notice, Long Form Notice, Publication Notice, Settlement Website, and settlement telephone line.

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

46. “Objection Deadline” means the deadline by which any Settlement Class Member seeking to object to the fairness, reasonableness, or adequacy of any term or aspect of the Settlement, Distribution Plan, the Final Approval Order and Judgment, the application for attorneys’ fees and expenses, or the Service Awards, or making a request to be heard and appear, in person or by his or her attorney, at the Fairness Hearing and present evidence or argument that may be proper and relevant must file a written, signed objection or request to be heard with the Court and serve on the Parties’ Counsel, according to the procedures set forth in the Preliminary Approval Order and the Notice. Such deadline shall be sixty (60) days after the Notice Date.

47. “Opt-Out Deadline” means the deadline by which any Settlement Class Member requesting to be excluded (i.e., opt out) from the Settlement Class must submit a written exclusion request, according to the procedures set forth in the Preliminary Approval Order and the Notice. Such deadline shall be sixty (60) days after the Notice Date.

48. “Out-of-Pocket Losses” are documented unreimbursed costs or expenditures incurred by a Settling Class Member that are fairly traceable to the Data Breach. Out-of-Pocket Losses may include, without limitation, the following: (1) unreimbursed costs, expenses, losses, or charges incurred on or after March 27, 2023, as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member’s Personal Information; (2) costs incurred on or after March 27, 2023, associated with purchasing, accessing, or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss, such as notary, fax, postage, copying.

mileage, internet usage charges (if either charged by the minute or incurred solely as a result of the Data Breach), and long-distance telephone charges and cellphone minutes (if charged by the minute); (4) credit monitoring, fraud resolution, or other mitigative services or costs that were incurred on or after March 27, 2023, through the date the Court enters the Preliminary Approval Order; (5) time spent on or after March 27, 2023, through the date the Court enters the Preliminary Approval Order trying to prevent and redress misuse of Personal Information, including monitoring financial or other accounts, researching the Data Breach, researching credit and identity theft monitoring options and/or communicating with financial or other institutions, or taking other actions reasonably related to or in response to receipt of Defendant's notice concerning the Data Breach and (6) other documented losses incurred by a Class Member that are fairly traceable to the Data Breach by the Claims Administrator.

49. "Party" means the Plaintiff or the Defendant, and "Parties" means Plaintiff and Defendant collectively.

50. "Plaintiff" means Luke Heflin.

51. "Postcard Notice" means the postcard notice of the Settlement, substantially in the form attached as **Exhibit C**, that the Settlement Administrator shall disseminate to the Settlement Class by mail.

52. "Preliminary Approval" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

53. "Preliminary Approval Order" means the order preliminarily approving the Settlement and dissemination of the proposed Notice Program, substantially in the form attached as **Exhibit D**.

54. "Private Information" means Settlement Class Members' information that may

have been accessible in the Data Incident, which may include, but is not limited to: their full name, Social Security number, and Driver's Licenses or State IDs.

55. "Publication Notice" means a regional notice in USA Today to apprise the Settlement Class of the Settlement, substantially in the form attached as **Exhibit E**.

56. "Releases" means the releases and waiver set forth in Section XI of this Agreement.

57. "Released Claims" means the claims described in Section XI of this Agreement.

"Released Parties" means Defendant, and its present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, clients, customers, data owners, associated third parties, predecessors, successors and assigns, and any other person acting on Defendant's behalf, in their capacity as such. It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

58. "Releasing Parties" means (i) Plaintiff and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entireties, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him or her, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers,

officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

59. "Service Award" shall mean the payment the Court may award the Plaintiff for serving as Class Representative.

60. "Settlement Administrator" means Simpluris.

61. "Settlement Administration Costs" means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

62. "Settlement Benefits" means the forms of relief provided by this Settlement as described in Section IV, which will be available to those Settlement Class Members who file Valid Claims.

63. "Settlement Class" means all natural persons in the United States whose Private Information was potentially compromised as a result of the Data Incident, including those who were sent a notification from Defendant of the Data Incident. Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court and any Judge(s) presiding over this matter, the Court's immediate family, and Court staff.

64. "Settlement Class Member" or "Class Member" means any member of the Settlement Class who has not opted-out of the Settlement.

65. "Settlement Website" means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for

Attorneys' Fees, Costs and Service Award, and Final Approval Order, as well as other documents that the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months after Final Approval.

66. "Valid Claim" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

67. Plaintiff shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this Action shall proceed as a settlement class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. This Agreement or any negotiations leading to this Agreement shall not be referenced in support of any subsequent motion for class certification of any class in the Action, or as supporting any argument that the claims asserted herein are appropriate for treatment on a class wide basis.

IV. Settlement Consideration

18. Under this Agreement Defendant shall pay or cause to be paid (1) Settlement Benefits to those Settlement Class Members who submit a Valid Claim; (2) any Service Award awarded to the Class Representative; (3) any attorneys' fees and costs awarded to Class Counsel; (4) all Notice costs and Settlement Administration Costs; and (5) taxes.

19. When submitting a Claim for a Settlement Benefit, Settlement Class Members must choose either a Cash Payment for Out-of-Pocket Losses or an Alternative Cash Payment. If a Settlement Class Member does not submit a Valid Claim or opt-out, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Benefit.

a. Cash Payment for Out-of-Pocket Losses

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident and time spent dealing with it. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment for Out-of-Pocket Losses on the Claim Form attesting, under penalty of perjury, to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses and demonstrating that the losses are more likely than not related to the Data Incident. Settlement Class Members may submit a claim for up to four (4) hours of lost time spent dealing with the Data Incident at \$20/hour. To submit a claim for lost time, Settlement Class Members must provide a sworn check-box attestation, under penalty of perjury, that the time claimed was spent dealing with the aftermath of the Data Incident. If a Settlement Class Member does not submit reasonable documentation supporting a loss and/or attestation for their lost time, or if their Claim is deemed to be incomplete by the Settlement Administrator, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected for a documented loss payment and the Settlement Administrator shall

have the discretion to treat the Settlement Class Member's claim as if he or she elected an Alternative Cash Payment..

b. Alternative Cash Payment

As an alternative to a Cash Payment for Out-of-Pocket Losses above, a Settlement Class Member may elect to receive an Alternative Cash Payment for \$45.00.

V. Settlement Approval

20. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval, after review by Defendant. The proposed Preliminary Approval Order also shall be attached to the motion in a form agreed to by Class Counsel and Defendant.

21. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim process; (5) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement; (6) stay the Action and Related Actions pending Final Approval of the Settlement; and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

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

23. Defendant shall be responsible for all costs of Notice and settlement administration. For avoidance of doubt, Plaintiff, Settlement Class Members, and Class Counsel shall not be responsible for any costs associated with Notice or settlement administration.

24. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims process, and distributing the Settlement Benefits to Settlement Class Members who submit Valid Claims.

25. The Settlement Administrator's duties include:

- a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and Publication Notice, sending Long Form Notices and paper Claim Forms on request from individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Benefits to Settlement Class Members who submit a Valid Claim;
- b. Establish and maintain a post office box to receive objections, opt-out requests, and Claim Forms from the Settlement Class Members;
- c. Establish and maintain the Settlement Website to provide important information about the Settlement and electronic submission of Claim Forms;
- d. Establish and maintain an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;
- e. Respond to any mailed Settlement Class Member inquiries;
- f. Process all opt-out requests from the Settlement Class;
- g. Provide weekly reports to Class Counsel and Defendant's Counsel that

summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Distribute Settlement Benefits to Settlement Class Members that submitted Valid Claims;

j. Distribute Court-approved attorneys' fees and costs, and Service Award;

k. Distribute Settlement Administration Costs; and

l. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel, or the Court, including, but not limited to, verifying that the Settlement Benefits have been properly distributed.

26. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator, but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to the Notices may also be made prior to dissemination of Notice.

VII. Notice to the Settlement Class

27. Defendant will coordinate to make available to the Settlement Administrator the Class List no later than seven (7) days after entry of the Preliminary Approval Order.

28. Within forty-five (45) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Postcard Notice shall be disseminated via U.S. Mail to the Settlement Class's mailing addresses, to the extent known. Mailed Notice shall also be enhanced by Publication Notice. Notice shall also be published on the Settlement Website.

29. In the event the Settlement Administrator transmits a Notice via U.S. Mail, then the Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address ("NCOA") database maintained by the United States Postal Service, in an attempt to identify current mailing addresses for individuals or entities whose names are provided by Defendant.

30. The Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for individuals in the Settlement Class to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs and Service Award; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

31. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement

Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

32. **Opt-Outs:** The Long Form Notice also shall include a procedure for individuals in the Settlement Class to opt-out of the Settlement; and the Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Individuals in the Settlement Class may opt-out of the Settlement Class at any time during the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The opt-out request must be in writing and must identify the case name "*Heflin v. York County School of Technology*" be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and unique identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; and must include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. Opt-outs may only be on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs. Any Class Member who timely requests exclusion shall not (i) be bound by any Final Approval Order or the Judgment; (ii) be entitled to the Settlement Benefits under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

33. **Objections:** The Long Form Notice also shall include a procedure for individuals in the Settlement Class to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award, and the Postcard Notice shall direct the Settlement Class to review the Long

Form Notice to obtain the objection instructions. Objections must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Deadline, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

34. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
 - e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections

that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

f. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

g. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

j. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

35. For any Notice that has been mailed via U.S. mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. At the direction and discretion of Class Counsel, the Settlement Administrator shall perform reasonable address traces for those Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. If Class Counsel elects re-mailing, then no later than forty-five (45) days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces. Neither the Parties nor

the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed.

36. The Notice Program shall be completed no later than forty-five (45) days before the original date set for the Final Approval Hearing.

VIII. Claim Form Process and Disbursement of Settlement Benefits

37. The Notice will explain to the Settlement Class that they may be entitled to a Settlement Benefit and how to submit a Claim Form.

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

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

40. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

41. The Settlement Administrator shall exercise, in its discretion, all usual and

customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

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

the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

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

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

- a. The Settlement Administrator shall have thirty (30) days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel

and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

45. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

46. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

47. The Settlement Administrator shall distribute the Settlement Benefits no later than thirty (30) days after the Effective Date.

48. Settlement Benefits to Settlement Class Members will be paid electronically or by paper check. Settlement Class Members who do not open their email or provide incorrect or incomplete electronic payment information shall receive a paper check in the mail. Settlement Class Members receiving payment by check shall have one hundred eighty (180) days to negotiate the check.

IX. Final Approval Order and Final Judgment

49. Plaintiff shall file his Motion for Final Approval of the Settlement twenty-one (21) days before the original date set for the Final Approval Hearing. Plaintiff shall file his Application for Attorneys' Fees, Costs, and Service Award no later than fourteen (14) days before the Objection Deadline and Opt-out Deadline. At the Final Approval Hearing, the Court will hear argument on

Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Award. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objectors submitted timely objections that meet all the requirements listed in this Agreement.

50. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and Judgment, and whether to grant the Application for Attorneys' Fees, Costs, and Service Award. Such proposed Final Approval Order shall, among other things:

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

X. Service Award, Attorneys' Fees and Costs

51. **Service Award** – In recognition of the time and effort the Class Representative expended in pursuing this Action and in fulfilling his obligations and responsibilities as Class Representative, and of the relief conferred on all Settlement Class Members by the Settlement,

Class Counsel shall request a Service Award for the Class Representative in the amount not to exceed \$2,000.00 each. If approved, the Service Award shall be paid not later than ten (10) days after the Effective Date. The Service Award payment to the Class Representative shall be separate and apart from their entitlement to Settlement Benefits provided for in this Agreement.

52. **Attorneys' Fees and Costs** - Class Counsel shall apply to the Court for an award of attorneys' fees and costs of up to \$225,000.00. The attorneys' fees and cost awards approved by the Court shall be paid not later than ten (10) days after the Effective Date by the Settlement Administrator by wire transfer to an account designated by Class Counsel. Plaintiff will file an Application for Attorneys' Fees and Costs (and Service Award) no later than fourteen (14) days before the Objection Deadline and Opt-Out Deadline.

53. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Award, and if the Court denies the request or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Award were not negotiated until after all material terms of the Settlement were agreed to by Plaintiff and Defendant.

XI. Releases

54. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Data Incident; (b) the Action; or (c) any of the alleged violations of laws

or regulations cited in the Complaint.

55. Plaintiff and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

56. Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits under the Settlement.

57. With respect to the Released Claims, Plaintiff and Settlement Class Members understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiff and Settlement Class Members took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiff and Defendants with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims.

58. Plaintiff or Settlement Class Members may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be

dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Settlement Benefit from the Settlement. In accordance with this, the Releasing Parties agree they shall have released any and all Released Claims, including unknown claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

59. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiff and Settlement Class Members; and (b) Plaintiff and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XII. Termination of Settlement

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

a. Court approval of the Settlement consideration set forth in Section IV and the Releases set forth in Section XI of this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

61. If any of the conditions specified in the preceding paragraph are not met, then this Agreement may be cancelled and terminated.

62. Defendant shall have the option to terminate this Agreement if more than 3% of the Settlement Class opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of its or their intent to terminate this Agreement pursuant to this paragraph within ten (10) days after the end of the Opt-Out Deadline, or the option to terminate shall be considered waived.

63. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

64. In the event this Agreement is terminated or fails to become effective, Defendant shall have no right to seek from Plaintiff, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by or on behalf of Defendant.

XIII. Effect of Termination

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

Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

66. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability

67. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

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

discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

69. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

70. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

XV. Miscellaneous Provisions

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

73. Binding Effect. This Agreement shall be binding upon, and inure to and for the

benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

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

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

77. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

78. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the Commonwealth of Pennsylvania, without regard to the principles thereof regarding choice of law.

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

80. Jurisdiction. The Court shall retain jurisdiction over the implementation.

enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order. This Settlement Agreement shall be governed by the law of the Commonwealth of Pennsylvania.

81. Notices. All notices provided for herein shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiff or Class Counsel:

Benjamin F. Johns
SHUB JOHNS & HOLBROOK LLP
200 Barr Harbor Drive
Suite 400
Conshohocken, PA 19428
bjohns@shublawyers.com

Gary M. Klinger
MILBERG COLEMAN PHILLIPS
GROSSMAN PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
gklinger@milberg.com

If to Defendant or Defendant's Counsel:

Jason Confair
SAXTON & STUMP
280 Granite Run Drive, Suite 300
Lancaster, PA 17601

jconfair@saxtonstump.com

Timothy Lowe
McDONALD HOPKINS LLC
39533 Woodward Avenue, Suite 318
Bloomfield Hills, MI 48304
tlowe@mcdonaldhopkins.com

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

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

83. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

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

85. Agreement Mutually Prepared. Neither Plaintiff nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

86. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their counsel, consultants, and/or experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

87. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signature Page to Follow

PLAINTIFF



Luke Hefflin (May 21, 2025 16:08 EDT)

LUKE HEFLIN

CLASS COUNSEL

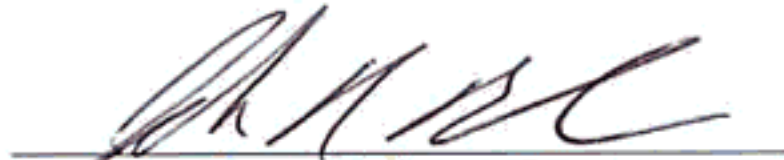


BENJAMIN F. JOHNS
SHUB JOHNS & HOLBROOK LLP



GARY M. KLINGER
MILBERG COLEMAN PHILLIPS
GROSSMAN PLLC

YORK COUNTY SCHOOL OF TECHNOLOGY



By: John Glenn
Its board chairperson

YORK COUNTY SCHOOL OF TECHNOLOGY'S COUNSEL

DocuSigned by:



5/22/2025

TIMOTHY LOWE
McDONALD HOPKINS LLC