

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

IN RE AACOM DATA BREACH
LITIGATION

Case No. 8:25-cv-01239-TJS

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Settlement Agreement”) is entered into by and between The American Association of Colleges of Osteopathic Medicine (“AACOM or “Defendant”) and Plaintiffs Ted Christensen, Marina Girgis, Nicolas Sikaczowski, and Emily Scott (“Plaintiffs” or “Settlement Class Representatives”), both individually and on behalf of similarly situated persons, in the case of *In re AACOM Data Breach Litigation*, No. 8:25-cv-01239-TJS, currently pending in the United States District Court for the District of Maryland (the “Litigation”). AACOM and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as the “Parties.”

I. RECITALS

1. AACOM is a professional association focused on osteopathic medicine. Defendant also provides centralized services including data collection and analysis and operation of the online application service for students applying to US osteopathic medical schools.

2. The Litigation arises out of a data security incident, defined below as a “Data Incident,” wherein Plaintiffs allege that unauthorized third parties accessed AACOM’s computer systems and data, resulting in the third party’s access to personal information belonging to Plaintiffs and members of the Settlement Class. AACOM collected and stored Plaintiffs’ and Settlement Class Members’ personally identifiable information (“PII”) or personal health information (“PHI”) in its computer systems in the ordinary course of business.

3. Specifically, Plaintiffs allege that on or about September 26, 2024, an unauthorized individual, or unauthorized individuals, gained access to the email account of an AACOM employee, and subsequently, the names, Social Security Numbers, and medical information of approximately 67,804 individuals.

4. In response, Plaintiffs filed individual actions, which were consolidated on May 12, 2025. On June 11, 2025, Plaintiffs filed a Consolidated Class Action Complaint (“CCAC”) individually and on behalf of all others similarly situated, bringing claims against AACOM for negligence, negligence per se, breach of implied contract, invasion of privacy, unjust enrichment, breach of fiduciary duty, and violations of the Maryland Consumer Protection Act. Plaintiffs also sought injunctive relief, declaratory relief, monetary damages, and all other relief as authorized in equity or by law.

5. AACOM denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, and denies all material allegations of the CCAC against it regarding the Data Incident.

6. Plaintiffs and Settlement Class Counsel believe that the legal claims asserted in the Litigation have merit. Settlement Class Counsel have investigated the facts relating to the claims and defenses alleged and the underlying events in the Litigation, have made a thorough study of the legal principles applicable to the claims and defenses asserted in the Litigation, and have conducted a thorough assessment of the strengths and weaknesses of the respective positions.

7. The Parties’ desire to settle the Litigation and all claims arising out of or related to the allegations or subject matter of the CCAC and Litigation on the terms and conditions set forth herein is for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Litigation.

8. Counsel for the Parties, highly experienced in data breach litigation and class actions, have engaged in extensive arm's-length negotiations concerning settlement of the claims asserted in the Litigation, which included the exchange of informal discovery and information and multiple rounds of negotiations.

9. On September 4, 2025, a settlement-in-principle was reached for a non-reversionary common fund of \$700,000.00. The full terms of the settlement are memorialized in this Settlement Agreement.

10. Plaintiffs and Settlement Class Counsel, on behalf of the Settlement Class, have concluded, based upon their investigation, and taking into account the contested issues involved, the expense and time necessary to prosecute the Litigation through the various phases of litigation (including potentially trial and appeal), the risks and costs associated with further prosecution of the Litigation, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with AACOM on the terms set forth herein is fair and reasonable and in the best interest of Plaintiffs and the Settlement Class. Plaintiffs and Settlement Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class.

11. AACOM and its counsel have also concluded that the settlement with Plaintiffs and the Settlement Class set forth herein is fair and reasonable and in the best interests of AACOM. More specifically, AACOM denies all the claims and contentions alleged against them in the Litigation, and all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, AACOM has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. AACOM

has also considered the uncertainty and risks inherent in any litigation. AACOM has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

12. The Parties agree and understand that neither this Settlement Agreement, nor the Settlement it represents, shall be construed as an admission by AACOM of any wrongdoing whatsoever, including an admission of a violation of any statute or law or of liability on the claims or allegations, including class certification, in this Litigation or any other similar claims in other proceedings.

13. The Parties, by and through their respective duly authorized counsel of record, and intending to be legally bound hereby, agree that all claims against AACOM arising out of and related to the allegations or subject matter of the CCAC and Litigation, as set forth in the Release in Section XV, shall be settled, compromised, and dismissed, on the merits and with prejudice, upon the following terms and conditions.

II. DEFINITIONS

14. As used herein and in the related documents attached hereto as exhibits, the following terms have the meaning specified below:

a. “CAFA Notice” means a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. Sec. 1711, *et seq.* (“CAFA”), to be served upon the appropriate State official in each State where a Class Member resides and also served upon the appropriate federal official. Costs for preparation and issuance of the CAFA Notice will be paid by Defendant from the Settlement Fund.

b. “Claims Deadline” means the deadline for filing claims under the Settlement set at a date certain that is exactly ninety (90) Days from the Notice Date.

c. “Claim Form” means the form members of the Settlement Class must complete and submit on or before the Claims Deadline to be eligible for the benefits described herein, and substantially in the form of Exhibit A to this Settlement Agreement. The Claim Form shall require an attestation but shall not require a notarization or any other form of verification.

d. “Claims Period” means the period for filing claims up until a date certain no more than ninety (90) Days from the Notice Date.

e. “Claimants” shall have the meaning given in Paragraph 38.

f. “Costs and Expenses” means costs and expenses incurred by Settlement Class Counsel in connection with commencing, prosecuting, settling the Litigation, and obtaining an order of Final (as that term is defined below) judgment.

g. “Court” means the United States District Court for the District of Maryland.

h. “Day(s)” means calendar days, but does not include the day of the act, event, or default from which the designated period of time begins to run. Further and notwithstanding the above, when computing any period of time prescribed or allowed by this Settlement Agreement, “Days” includes the last day of the period unless it is a Saturday, a Sunday, or a federal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal holiday.

i. “Data Incident” means the data security incident that occurred on or about September 26, 2024, wherein an unauthorized individual, or unauthorized individuals, gained access to AACOM’s network systems and accessed certain files on AACOM’s computer systems containing the PII/PHI of Plaintiffs and Settlement Class Members.

j. “Defendant’s Counsel” means Elizabeth Scully of Baker & Hostetler LLP.

k. “Effective Date” means the date defined in Paragraph 99 of this Settlement Agreement.

l. “Fee Award, Costs, and Expenses” means the amount of attorneys’ fees, costs, and expenses awarded by the Court to Settlement Class Counsel.

m. “Final” with respect to a judgment or order means that all of the following have occurred: (i) the time expires for noticing any appeal; (ii) if there is an appeal or appeals, completion, in a manner that finally affirms and leaves in place the judgment or order without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration, rehearing en banc, or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

n. “Final Approval Hearing” means the hearing to determine whether the Settlement should be given final approval and whether the applications of Settlement Class Counsel for attorneys’ fees, costs, and expenses, and Service Awards should be approved.

o. “Final Approval Order” means the order of the Court finally approving this Settlement, substantially in the form attached hereto as Exhibit E.

p. “Final Judgment” means the dismissal with prejudice of the claims against AACOM in the Litigation, entered in connection with the Settlement and Final Approval Order.

q. “Litigation” means the lawsuit entitled *In re AACOM Data Breach Litigation*, No. 8:25-cv-01239-TJS, currently pending in the United States District Court for the District of Maryland.

r. “Long-Form Notice” means the written notice substantially in the form of Exhibit B to this Settlement Agreement.

s. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement, (ii) any taxes owed by the Settlement Fund, (iii) any Service Awards approved by the Court, and (iv) any Attorneys’ Fee Award, Costs, and Expenses approved by the Court.

t. “Notice and Claims Administration Costs” means all costs incurred or charged by the Settlement Administrator in connection with providing notice to members of the Settlement Class and administering the Settlement, including CAFA Notice. This does not include any separate costs incurred directly by AACOM or any of AACOM’s agents or representatives in this Litigation.

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

v. “Notice Program” means the notice program described in Section VII.

w. “Non-Profit Residual Recipient” means The Arnold P. Gold Foundation.

x. “Objection Deadline” shall have the meaning set forth in Paragraph 67 or as otherwise ordered by the Court.

y. “Opt-Out Deadline” means the date certain that is exactly sixty (60) days from the Notice Date or as otherwise ordered by the Court.

z. “Opt-Out Members” shall have the meaning set forth in Paragraph 60.

aa. “Parties” means Plaintiffs and AACOM, collectively, and a “Party” means one of Plaintiffs or AACOM.

bb. “Plaintiffs’ Released Claims” means all claims and other matters released in and by Section XV of this Settlement Agreement.

cc. “Postcard Notice” means the written notice to be sent to Settlement Class Members pursuant to the Preliminary Approval Order, substantially in the form of Exhibit C to this Settlement Agreement.

dd. “Preliminary Approval Date” means the date the Preliminary Approval Order has been executed and entered by the Court.

ee. “Preliminary Approval Order” means the order certifying the proposed Class for settlement purposes, preliminarily approving this Settlement Agreement, approving the Notice Program, and setting a date for the Final Approval Hearing, substantially in the form of Exhibit D attached hereto.

ff. “Released Class Claims” means all claims and other matters released in and by Section XV of this Settlement Agreement.

gg. “Released Persons” means AACOM and its present and former parents, subsidiaries, divisions, departments, affiliates, employees, servants, members, providers, partners, principals, directors, shareholders, owners, predecessors, successors, assigns, and insurers, and each of the foregoing’s former or present directors, trustees, officers, employees, representatives, agents, providers, consultants, advisors, attorneys, accountants, partners, vendors, customers, insurers, reinsurers, and subrogees.

hh. “Settlement” means the settlement reflected by this Settlement Agreement.

ii. “Settlement Administrator” means the class action settlement administrator, identified in the Motion for Preliminary Approval, that has been retained to carry out the Notice Program and administer the claims and settlement fund distribution process.

jj. “Settlement Agreement” means this Settlement Agreement, including releases and all exhibits hereto.

kk. “Settlement Class” means all individuals residing in the United States whose PII/PHI was identified as at issue in the Data Incident discovered by AACOM in September 2024, including all those individuals who received notice of the Data Incident. Excluded from the Settlement Class are AACOM’s officers and directors, legal representatives, and attorneys; members of the judiciary to whom this case is assigned, their families, and members of their staff; all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

ll. “Settlement Class Counsel” means David K. Lietz of Milberg Coleman Bryson Phillips Grossman PLLC, Raina Borrelli of Strauss Borrelli PLLC, Leanna Loginov of Shamis & Gentile, P.A., and Leigh Montgomery of EKSM, LLP.

mm. “Settlement Class Member[s]” means all persons who are members of the Settlement Class.

nn. “Settlement Class Representatives” means Ted Christensen, Marina Girgis, Nicolas Sikaczowski, and Emily Scott.

oo. “Settlement Fund” means the non-reversionary sum of Seven Hundred Thousand Dollars (\$700,000.00) to be paid or caused to be paid by AACOM as specified in this Agreement, including any interest accrued thereon after payment.

pp. “Settlement Website” means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Postcard Notice, the Long-Form Notice, and the Claim Form, among other things.

qq. “Unknown Claims” means claims that could have been raised in the Litigation relating to the Data Incident and that any Plaintiffs or any Settlement Class Member (other than Opt-Out Members), and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, successors, attorneys, and assigns do not know to exist or suspect to exist, which, if known by him, her, or it, might affect his, her, or its agreement to release AACOM and all other Released Persons, or might affect his, her, or its decision to agree to, or object or not to object to the Settlement. Plaintiffs’ Released Claims and Released Class Claims include a waiver of the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by the law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), 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.

III. CERTIFICATION OF THE SETTLEMENT CLASS

15. For settlement purposes only, Plaintiffs will request that the Court certify the Settlement Class.

16. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, AACOM agrees to stipulate to the certification of the Settlement Class and will not oppose Plaintiffs' request for certification. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then AACOM's stipulation will be withdrawn and deemed to be of no force or effect for any purpose in this or any other proceeding.

IV. THE SETTLEMENT FUND

17. The Settlement Fund: AACOM agrees to make a payment, or to have a payment made, of Seven Hundred Thousand Dollars (\$700,000.00) and deposit that payment into the Settlement Fund no later than twenty-eight (28) calendar days after the Court enters the Preliminary Approval Order. For the avoidance of doubt, and for purposes of this Settlement Agreement only, AACOM's liability shall not exceed Seven Hundred Thousand Dollars (\$700,000.00) absent an express written agreement between the Parties to the contrary. The timing set forth in this provision is contingent upon the receipt of payment instructions and a W-9 from the Settlement Administrator for the Settlement Fund within 7 Days of the date that the Preliminary Approval Order is issued. If AACOM does not receive this information by 7 Days after the date that the Preliminary Approval Order is issued, the payments specified by this paragraph shall be made within twenty-one (21) calendar days after AACOM receives this information.

18. Custody of the Settlement Fund: The Settlement Fund shall be deposited in an appropriate interest-bearing trust established by the Settlement Administrator but shall remain

subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Agreement or returned to the entity that paid the Settlement Fund on behalf of AACOM in the event this Agreement is voided, terminated, or cancelled.

a. In the event this Agreement is lawfully voided, terminated, or cancelled due to lack of approval from the Court or any other reason other than breach of the Agreement by AACOM: (i) the Settlement Class Representatives and Settlement Class Counsel shall have no obligation to repay any of the Notice and Claims Administration Costs that have been paid or incurred in accordance with the terms and conditions of this Agreement; (ii) any amounts remaining in the Settlement Fund after payment of Notice and Claims Administration Costs paid or incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any taxes, shall be returned to the entity that paid the Settlement Fund on behalf of AACOM; and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

19. Non-Reversionary: This Settlement is not a reversionary settlement. As of the Effective Date, all rights of AACOM in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is lawfully voided, cancelled, or terminated, as described in Section XIV of this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to AACOM.

20. Use of the Settlement Fund: As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement as approved by the Parties and approved by the Court, (ii) any taxes owed by the Settlement Fund, (iii) any Service Awards approved by the Court, (iv) any Attorneys' Fee Award, Costs, and Expenses as approved by the

Court, and (v) any benefits to Settlement Class Members, pursuant to the terms and conditions of this Agreement.

21. Financial Account: The Settlement Fund shall be an account established and administered by the Settlement Administrator, at a financial institution recommended by the Settlement Administrator and approved by Settlement Class Counsel and Defendant's Counsel, and shall be maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq.*

22. Payment/Withdrawal Authorization: No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement, and, as may be required, (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Notice and Claims Administration Costs from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Settlement Class Counsel and Defendant's Counsel with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) business days prior to making such withdrawal or payment.

23. Payments to Class Members: The Settlement Administrator, subject to such supervision and direction of the Court and Settlement Class Counsel as may be necessary or as circumstances may require, shall administer and oversee distribution of the Settlement Fund to Claimants (defined in Paragraph 38 below) pursuant to this Agreement.

24. Treasury Regulations and Fund Investment: The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting

for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed by the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. All funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation ('FDIC') at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

25. Taxes: All taxes owed by the Settlement Fund shall be paid out of the Settlement Fund, shall be considered a Notice and Claims Administration Cost, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their counsel have made no representation or warranty with respect to the tax treatment by the Settlement Class Representatives or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. The Settlement Class Representatives and each Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

26. Limitation of Liability:

a. AACOM and its counsel shall not have any responsibility for or liability with respect to (i) any act, omission, or determination of Settlement Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. AACOM also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement.

b. The Settlement Class Representatives and Settlement Class Counsel shall not have any liability with respect to (i) any act, omission or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

V. BENEFITS TO SETTLEMENT CLASS MEMBERS

27. Compensation to Settlement Class Members: Settlement Class Members must timely submit a valid Claim Form to receive a settlement benefit. Claims will be subject to review

for completeness and plausibility by the Settlement Administrator. For claims deemed invalid, the Settlement Administrator will provide claimants an opportunity to cure in the manner set forth below. Settlement Class Members may elect to file a claim for either (1) a cash payment or (2) a claim for reimbursement of certain losses and (3) Credit Monitoring services.

28. Cash Compensation: In lieu of compensation described in Paragraph 29, Settlement Class Members may file a claim for an Alternative Cash Payment. The amount of the Alternative Cash Payments is estimated to be \$50, but will be determined on a pro rata basis as described in Paragraph 41.

29. Compensation For Out-of-Pocket Losses. Settlement Class Members not selecting the cash payment, may claim up to \$3,500.00 by submitting a valid and timely claim form and reasonable supporting documentation for ordinary losses demonstrably incurred, more likely than not, as a result of the Data Incident. Ordinary losses can arise from the following categories:

- i. *Out-of-pocket expenses incurred* as a direct result of the Data Incident, including costs for fraud or identity protection, professional fees, credit repair services, and other expenses so long as the costs were incurred between the date of the Data Incident notice by Defendant and the end of the claims period, which will be a part of the Claim Form.

30. Credit Monitoring: 24 months of 3 bureau credit and identity theft monitoring will be provided for those Settlement Class Members who elect and submit valid claims for such credit and identity theft monitoring. The credit and identity theft monitoring will have the following features:

- ii. Real time monitoring of the credit file at all three major credit bureaus;
- iii. Identity theft insurance (no deductible) of \$1,000,000; and

iv. Access to fraud resolution agents to help resolve identity thefts.

31. Business Practice Changes: AACOM will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements since the Data Incident.

VI. SETTLEMENT ADMINISTRATION

32. All Notice and Settlement Administration Costs will be paid from the Settlement Fund.

33. The Parties agree to solicit competitive bids for settlement administration, including Notice and Claims Administration Costs, to rely upon Postcard Notice, and to utilize other appropriate forms of notice where practicable, to contain the administration costs while still providing effective notice to the Settlement Class Members. Based on this competitive bidding process, the Parties agree to select an experienced class action settlement administrator to serve as the Settlement Administrator.

34. The Settlement Administrator will provide Postcard Notice to all Settlement Class Members by United States First Class mail of the settlement terms to all Settlement Class Members for whom the Settlement Administrator is provided a valid mailing address. The Settlement Administrator shall perform skip-tracing for any returned mail and shall re-mail notice to any Settlement Class Members whose addresses are uncovered by skip-tracing. Settlement Class Members shall have sixty (60) Days from the Notice Date to opt out of the Settlement Class or object to the Settlement.

35. The Settlement Administrator shall also provide notice via publication if necessary and to the extent such notice is deemed appropriate by the Parties in consultation with the Settlement Administrator to provide the best notice practicable under the circumstances.

36. The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of the Settlement and any orders of the Court. The Settlement Administrator may request the assistance of the Parties to facilitate providing notice and to accomplish such other purposes as may be approved by all of Settlement Class Counsel and AACOM's Counsel. The Parties shall reasonably cooperate with such requests.

37. The Settlement Administrator will prepare, print, and disseminate all CAFA notices as required by law and in accordance with this agreement.

38. The Settlement Administrator will administer the claims process in accordance with the terms of the Settlement and any additional processes agreed to by all of Settlement Class Counsel and AACOM's Counsel, subject to the Court's supervision and direction as circumstances may require.

39. To make a claim, a Settlement Class Member must complete and submit a valid, timely, and sworn Claim Form. A Claim Form shall be submitted online at the Settlement Website or by U.S. mail and must be postmarked no later than the Claim Deadline.

40. The Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted, for validity, timeliness, and completeness.

41. If, in the determination of the Settlement Administrator, the Settlement Class Member submits a timely but incomplete or inadequately supported Claim Form, the Settlement Administrator shall give the Settlement Class Member notice of the deficiencies, and the Settlement Class Member shall have twenty-one (21) Days from the date of the written notice to cure the deficiencies. The Settlement Administrator will provide notice of deficiencies concurrently to Settlement Class Counsel and AACOM's Counsel. If the defect is not cured within the 21-Day period, then the Claim will be deemed invalid. All Settlement Class Members who

submit a valid and timely Claim Form, including a Claim Form deemed defective but cured within the 21-Day period, shall be considered “Claimants.”

42. The Settlement Administrator will maintain records of all Claim Forms submitted until three hundred sixty (360) Days after entry of the Final Judgment. Claim Forms and supporting documentation may be provided to the Court upon request and to AACOM, Settlement Class Counsel, and AACOM’s Counsel to the extent necessary to resolve claims determination issues pursuant to this Settlement Agreement and Settlement. AACOM or the Settlement Administrator will provide other reports or information that the Court may request or that the Court or Settlement Class Counsel may reasonably require. Settlement Class Counsel or the Settlement Administrator will provide other reports or information as AACOM may reasonably require.

43. Subject to the terms and conditions of this Settlement Agreement, thirty (30) Days after the Effective Date, the Settlement Administrator shall mail or otherwise provide Claimants who selected Credit Monitoring services under Paragraph 30 with enrollment instructions for those services.

44. Subject to the terms and conditions of this Settlement Agreement, thirty (30) Days after the Effective Date, the Settlement Administrator shall mail or otherwise provide a payment via check (“Claim Check”) or digital payment selected in consultation with Settlement Class Counsel (collectively, “Claim Payment”) to each Claimant in the amount for which each Claimant has submitted a Claim Form approved by the Settlement Administrator or by the Court, for good cause shown, in accordance with the following distribution procedures:

a. The Settlement Administrator will first apply the Net Settlement Fund to pay for Credit Monitoring services as described in Paragraph 30 claimed by Claimants. After payment of costs related to Credit Monitoring services, the Settlement Administrator will next

allocate payments for valid claims for Compensation for Out-of-Pocket Losses (as described in Paragraph 29). The amount of the Net Settlement Fund remaining after all payments for Credit Monitoring, Compensation for Out-of-Pocket Losses are made shall be referred to as the “Post-Loss Net Settlement Fund.”

b. The Settlement Administrator shall then utilize the Post-Loss Net Settlement Fund to make all Alternative Cash Payments as described in Paragraph 28. The amount of each Alternative Cash Payment shall be calculated by dividing the Post-Loss Net Settlement Fund by the number of valid claims for Alternative Cash Payments.

45. Each Claim Check shall be mailed to the address provided by the Claimant on his or her Claim Form. All Claim Checks issued under this section shall be void if not negotiated within ninety (90) calendar days of their date of issue and shall contain a legend to that effect. Claim Checks issued pursuant to this section that are not negotiated within ninety (90) calendar days of their date of issue shall not be reissued.

46. Any request for reissuance of a check must occur within ninety (90) days of the date of the original check being issued. Reissued checks shall be void if not negotiated within sixty (60) calendar days of their date of issue.

47. To the extent any monies remain in the Net Settlement Fund more than one hundred twenty (120) days after the distribution of Claim Payments to the Claimants, a subsequent payment will be evenly made to all Claimants who claimed an Alternative Cash Payment and cashed or deposited their initial Alternative Cash Payment they received, provided that the payment amount is equal to or greater than Three Dollars and No Cents (\$3.00) per Claimant. The distribution of this remaining Net Settlement Fund shall continue until the average payment amount in a distribution is less than Three Dollars and No Cents (\$3.00), whereupon the amount remaining in

the Net Settlement Fund, if any, shall be distributed to the Non-Profit Residual Recipient. Checks issued under this paragraph shall be void if not negotiated within sixty (60) days of the date the check is issued. Checks issued under this paragraph shall not be reissued.

48. For any Claim Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find a valid address and resend the Claim Check within thirty (30) Days after the check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to resend a Claim Check.

49. No portion of the Settlement Fund shall revert or be repaid to AACOM after the Effective Date. Any residual funds remaining in the Net Settlement Fund, after all payments and distributions are made pursuant to the terms and conditions of this Agreement shall be distributed to the Non-Profit Residual Recipient, as approved by the Court.

VII. NOTICE TO SETTLEMENT CLASS MEMBERS

50. The Parties agree the following Notice Program provides reasonable notice to the Settlement Class.

51. Direct Notice shall be provided to Settlement Class Members by First Class U.S. Mail for Settlement Class Members for whom the Settlement Administrator has a valid address. Additional Notice may be provided via publication as described in Paragraph 35, to the extent such notice is deemed appropriate by the Settlement Administrator in consultation with the Parties to provide the best notice practicable under the circumstances.

52. Within seven (7) Days of the entry of the Preliminary Approval Order, AACOM shall provide the Settlement Administrator with the names and last-known addresses known to AACOM for the Settlement Class Members (the “Class List”). The Settlement Administrator shall,

by using the National Change of Address database maintained by the United States Postal Service (“Postal Service”), obtain updates, if any, to the mailing addresses.

53. Within thirty (30) Days following entry of the Preliminary Approval Order (“Notice Date”), the Settlement Administrator shall mail the Postcard Notice to all Settlement Class Members by First Class United States mail. It has been mutually agreed by the Parties that the Settlement Administrator may rely upon Postcard Notice.

54. If any Postcard Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the Postcard Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Other than as set forth above, neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail Notices.

55. The mailed notice will consist of the Postcard Notice, substantially in the form of Exhibit C. The Settlement Administrator shall have discretion to format this Postcard Notice in a reasonable manner to minimize mailing and administrative costs. Before the mailing of the Postcard Notice is commenced, Settlement Class Counsel and Defendant’s Counsel shall first be provided with a proof copy (including what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and the Court’s orders.

56. No later than twenty-one (21) Days following entry of the Preliminary Approval Order, the Settlement Administrator shall effectuate any publication notice made pursuant to Paragraph 35.

57. No later than twenty-one (21) Days following entry of the Preliminary Approval Order, and prior to the mailing of the Postcard Notice, the Settlement Administrator will create a

dedicated Settlement Website with the URL/domain name of the website address to be agreed upon by the parties. The Settlement Administrator shall cause the CCAC, Long-Form Notice, Claim Form, this Settlement Agreement, and other relevant settlement and court documents to be available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by counsel for the Parties, which approval shall not be unreasonably withheld. The website address and the fact that a more detailed Long-Form Notice and a Claim Form are available through the website shall be included in the Postcard Notice.

58. Claimants shall be able to submit their claims via the Settlement Website.

59. The Settlement Website shall be maintained from the Notice Date until sixty (60) Days after all the Settlement Payments have been distributed to Settlement Class Members as addressed in Paragraphs 43-48.

60. Claim Forms shall be returned or submitted to the Settlement Administrator online or via U.S. mail, postmarked by the Claims Deadline set by the Court, or be forever barred unless such claim is otherwise approved by the Court at the Final Approval Hearing, for good cause shown as demonstrated by the applicable Settlement Class Member.

61. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Settlement Class Counsel, to file with the Court, an appropriate affidavit or declaration from the Settlement Administrator respecting compliance with the Court-approved Notice Program.

VIII. OPT-OUT PROCEDURE

62. Each member of the Settlement Class shall have the right to request exclusion from the Settlement Class and not participate in the Settlement Agreement, as provided for in the Preliminary Approval Order.

63. The Postcard Notice shall inform each Settlement Class Member of his or her right to request exclusion from the Settlement Class and not to be bound by this Settlement Agreement, if, before the Opt-Out Deadline, the Settlement Class Member personally completes and mails a request for exclusion (“Opt-Out Request”) to the Settlement Administrator at the address set forth in the Postcard Notices.

64. For a Settlement Class Member’s Opt-Out Request to be valid, it must (a) state his or her full name, address, and telephone number; (b) contain the Settlement Class Member’s personal and original signature (or the original signature of a person authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right such as those in the Litigation); and (c) state unequivocally the Settlement Class Member’s intent to be excluded from the Settlement Class and from the Settlement. No person shall purport to exercise any opt-out rights of any other person (other than a person authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right such as those in the Litigation), or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Opt-Out Request(s) shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Opt-Out Request(s) shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Opt-Out Request. The Settlement Administrator shall promptly inform Settlement Class Counsel and Defendant’s Counsel of all valid and timely Opt-

Out Requests, with all such Settlement Class Members being referred to herein as “Opt-Out Member(s).”

65. Opt-Out Members shall receive no benefit or compensation under this Settlement Agreement and shall have no right to object to the proposed Settlement Agreement or address the Court at the Final Approval Hearing.

66. A request for exclusion that does not comply with all of the foregoing, that is not postmarked by the Opt-Out Deadline, or that is sent to an address other than that set forth in the Postcard Notice shall be invalid, and that Settlement Class Member shall remain in and be treated as being in the Settlement Class and as being bound by this Settlement Agreement and the release contained herein.

67. Prior to the Final Approval Hearing, the Settlement Administrator shall create a comprehensive list of all Opt-Out Members for submission to the Court and to be provided to Settlement Class Counsel and Defendant’s Counsel.

68. Opt-Out Members shall not (a) be bound by any orders or judgments entered in the Litigation or relating to the Settlement; (b) be entitled to relief under, or be affected by, the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement.

IX. OBJECTIONS TO THE SETTLEMENT

69. Any Settlement Class Member who wishes to object to the proposed Settlement must file with the Court and serve a written objection(s) to the Settlement (“Objection(s)”) to Settlement Class Counsel and Defendant’s Counsel at the addresses set forth in the Long-Form Notice via First Class U.S Mail.

70. Each Objection must (i) include the case name and number; (ii) set forth the Settlement Class Member's full name, current address, and telephone number; (iii) contain the Settlement Class Member's original signature; (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; and (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position.

71. Objections must be filed with the Court and served on Settlement Class Counsel and Defendant's Counsel no later than sixty (60) Days after the Notice Date (the "Objection Deadline"). The Objection Deadline shall be included in the Postcard and Long-Form Notices.

72. Settlement Class Counsel and Defendant's Counsel may, but need not, respond to the Objections, if any, by means of a memorandum of law served prior to the Final Approval Hearing.

73. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court (as well as serve the notice on Settlement Class Counsel and Defendant's Counsel) by the Objection Deadline.

a. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers.

b. Any Settlement Class Member who fails to timely file and serve an Objection and notice, if applicable, of his or her intent to appear at the Final Approval Hearing in person or through counsel pursuant to this Settlement Agreement, as detailed in the Long-Form Notice, and otherwise as ordered by the Court, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

74. Any Settlement Class Member who does not submit a timely Objection in complete accordance with this Settlement Agreement, the Long-Form Notice, and otherwise as ordered by the Court, shall not be treated as having filed a valid Objection to the Settlement and shall forever be barred from raising any objection to the Settlement.

X. ATTORNEYS' FEE AWARD, COSTS, AND EXPENSES, AND SERVICE AWARDS

75. Settlement Class Counsel shall request the Court to approve an award of attorneys' fees not to exceed one third of the Settlement Fund. In addition to any attorneys' fees requested, Settlement Class Counsel shall also request reimbursement of the reasonable costs and expenses incurred in prosecuting the litigation. Settlement Class Counsel's attorneys' fees, costs, and expenses awarded by the Court shall be paid no later than fourteen (14) Days after the Effective Date. For the avoidance of doubt, the Court-approved amount shall be paid from the Settlement Fund. The Parties did not discuss payment of attorneys' fees, costs, and expenses until after they agreed on all materials terms of relief to the Settlement Class.

76. Settlement Class Counsel shall request the Court to approve Service Awards of \$5,000 for each of the Settlement Class Representatives, which award is intended to recognize Settlement Class Representatives for their efforts in the Litigation and commitment on behalf of the Settlement Class ("Service Awards"). If approved by the Court, the Service Awards will be

paid no later than fourteen (14) Days after the Effective Date. For the avoidance of doubt, the Court-approved amount shall be paid from the Settlement Fund. The Parties did not discuss or agree upon payment of the Service Awards until after they agreed on all materials terms of relief to the Settlement Class.

77. Settlement Class Counsel will file applications with the Court for the requested Service Awards and attorneys' fees, costs, and expenses at least fourteen (14) Days prior to the Objection Deadline.

78. The Parties agree that the Court's approval or denial of any request for Service Awards or attorneys' fees, costs, and expenses are not conditions to this Settlement Agreement and are to be considered by the Court separately from final approval, reasonableness, and adequacy of the Settlement. Any reduction to the Service Awards or award of attorneys' fees, costs, and expenses shall not operate to terminate or cancel this Settlement Agreement.

XI. NOTICES

79. All notices to the Parties required by the Settlement Agreement shall be made in writing and communicated by First Class U.S. mail to the following addresses:

All notices to Settlement Class Counsel or Plaintiffs shall be sent to:

Raina C. Borrelli
Strauss Borrelli, PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611

All notices to AACOM or AACOM's Counsel shall be sent to:

Elizabeth Anne Scully
Baker & Hostetler, LLP
1050 Connecticut Ave NW, Ste 1100
Washington, DC 20036

80. Other than attorney-client communications or communications otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of comments, Objections, Opt-Out Requests, or other documents or filings received from a Settlement Class Member as a result of the Notice Program.

XII. SETTLEMENT APPROVAL PROCESS

81. After execution of this Settlement Agreement, the Parties shall promptly move the Court to enter the Preliminary Approval Order, which:

- (a) Preliminarily approves this Settlement Agreement;
- (b) Certifies the Settlement Class;
- (c) Finds the proposed Settlement is sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class;
- (d) Finds the Notice Program constitutes valid, due, and sufficient notice to the Settlement Class Members, and constitutes the best notice practicable under the circumstances, complying fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable law and that no further notice to the Class is required beyond that provided through the Notice Program;
- (e) Appoints the Settlement Administrator in accordance with the provisions of Section VI;
- (f) Directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;
- (g) Approves the Claim Form and directs the Settlement Administrator to administer the Settlement in accordance with the provisions of this Settlement Agreement;

(h) Approves the Opt-Out and Objection procedures as outlined in this Settlement Agreement;

(i) Schedules a Final Approval Hearing to consider the final approval, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court; and

(j) Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement and the Settlement.

XIII. FINAL APPROVAL HEARING

82. Other than attorney-client communications or communications otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of comments, Objections, Opt-Out Requests, or other documents or filings received from a Settlement Class Member as a result of the Notice Program.

83. The Parties will recommend that the Final Approval Hearing should be scheduled no earlier than one hundred and ten (110) Days after the entry of the Preliminary Approval Order.

84. The Parties may file a response to any objections in further support of final approval no later than fourteen (14) Days prior to the Final Fairness Hearing or after receipt of any timely submitted objection, whichever is later. In their discretion, the Parties may respond to late-filed objections, as they deem appropriate.

85. Any Settlement Class Member who wishes to appear at the Final Approval Hearing, whether pro se or through counsel, must, by the Objection Deadline, either mail or hand-deliver to the Court or file a notice of appearance in the Litigation, take all other actions or make any additional submissions as may be required in the Long-Form Notice or as otherwise ordered by

the Court, and mail that notice and any other such pleadings to Settlement Class Counsel and AACOM's Counsel as provided in the Long-Form Notice.

86. The Parties shall ask the Court to enter a Final Approval Order and Judgment in a form substantially similar to Exhibit E attached hereto.

87. If and when the Settlement becomes Final, the claims against AACOM in the Litigation shall be dismissed with prejudice, with the Parties to bear their own costs and attorneys' fees, costs, and expenses not otherwise awarded in accordance with this Settlement Agreement.

XIV. TERMINATION OF THIS SETTLEMENT AGREEMENT

88. Each Party shall have the right to terminate this Settlement Agreement if:

a. The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that materially differs in substance to Exhibit D hereto);

b. The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs in substance from Exhibit E hereto);

c. The Final Approval Order and Final Judgment do not become final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein;

d. More than 80 Settlement Class Members Opt-Out of the Settlement; or

e. The Effective Date cannot occur.

89. Settlement Class Counsel agree to work in good faith to effectuate this Settlement Agreement and will not solicit or encourage, in any manner, Settlement Class Members to submit Opt-Out Requests.

90. If a Party elects to terminate this Settlement Agreement under this Section XIV, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or e-mail within ten (10) Days of the occurrence of the condition permitting termination.

91. Nothing shall prevent Plaintiffs or AACOM from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement.

92. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval Order, the Final Approval Order (if applicable), and all of their provisions shall be rendered null and void; (ii) the Litigation and all Parties shall be deemed to have reverted to their respective status in the Litigation as of the date and time immediately preceding the execution of this Settlement Agreement; (iii) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed; and (iv) no term or draft of this Settlement Agreement nor any part of the Parties' settlement discussions, negotiations, or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), nor any rulings regarding class certification for settlement purposes (including the Preliminary Approval Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

93. If the Court does not approve the Settlement or the Effective Date cannot occur for any reason, AACOM shall retain all its rights and defenses in this Litigation. For example, AACOM shall have the right to object to the maintenance of the Litigation as a class action, to

move for summary judgment, and to assert defenses at trial, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class action, or for any other purpose.

XV. RELEASE

94. The Final Approval Order and Final Judgment shall provide that claims against AACOM in the Litigation are dismissed with prejudice as to all Settlement Class Members who are not Opt-Out Members.

95. On the Effective Date, Plaintiffs and each and every Settlement Class Member who is not an Opt-Out Member (i.e., has not been excluded from the Settlement Class by the Court), shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim or proceeding, regardless of forum, may be pursued against Released Persons with respect to the Plaintiffs' Released Claims or the Released Class Claims.

96. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, Plaintiffs will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees, costs, and expenses, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown (including Unknown Claims), or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured that arise out of, are connected to, or relate in any way to the Data Incident, the Defendant's information security policies and

practices, Defendant's maintenance or storage of PII and/or PHI, and including such claims that were or could have been asserted in the Litigation regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law (the "Plaintiffs' Release"). The Plaintiffs' Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion (the "Plaintiffs' Released Claims"). The Plaintiffs' Released Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Plaintiffs' Released Claims.

97. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, each Settlement Class Member who is not an Opt-Out Member will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees, costs, and expenses, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown (including Unknown Claims), or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured that arise out of, are connected to, or relate in any way to the Data Incident, the Defendant's information security policies and practices, Defendant's maintenance or storage of PII and/or PHI, and including such claims that were or could have been asserted in the Litigation regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law (the "Settlement Class Release"). The Settlement Class Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue

preclusion (the “Released Class Claims”). The Released Class Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Class Claims.

98. Subject to Court approval, as of the Effective Date, Plaintiffs and all Settlement Class Members who are not Opt-Out Members shall be bound by this Settlement Agreement and the Settlement Class Release and all of Plaintiffs’ Released Claims and the Released Class Claims shall be dismissed with prejudice and released, irrespective of whether the Settlement Class Members received actual notice of the Litigation or this Settlement.

99. Plaintiffs’ Released Claims and Released Class Claims include the release of Unknown Claims.

100. On entry of the Final Approval Order and Final Judgment, Plaintiffs and Settlement Class Members (other than Opt-Out Members) shall be enjoined from prosecuting, respectively, Plaintiffs’ Released Claims and/or the Released Class Claims, in any proceeding in any forum against any of the Released Persons or based on any actions taken by any Released Persons authorized or required by this Settlement Agreement or the Court or an appellate court as part of this Settlement.

101. The Parties agree that the Released Persons will suffer irreparable harm if any Settlement Class Member asserts any Released Claims against any Released Party, and that in that event, the Released Persons may seek an injunction as to such action without further showing of irreparable harm in this or any other forum.

102. Without in any way limiting the scope of the Plaintiffs’ Release or the Settlement Class Release (the “Releases”), the Releases cover, without limitation, any and all claims for attorneys’ fees, costs, expenses, or disbursements incurred by Settlement Class Counsel or any

other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the claims against AACOM in the Litigation, the Settlement, the administration of such Settlement and/or Plaintiffs' Released Claims or Released Class Claims, as well as any and all claims for the Service Awards to Plaintiffs.

103. Nothing in the Releases shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

XVI. EFFECTIVE DATE

104. The "Effective Date" of this Settlement Agreement shall be the first Day after the date when all of the following conditions have occurred:

- a. This Settlement Agreement has been fully executed by all Parties and their counsel;
- b. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement and approving the Notice Program and Claim Form, all as provided above;
- c. The Court-approved Postcard Notice has been mailed and other notice required by the Notice Program has been effectuated and the Settlement Website has been duly created and maintained as ordered by the Court;
- d. The Court has entered a Final Approval Order finally approving this Settlement Agreement, as provided above; and
- e. The Final Approval Order and Final Judgment have become Final.

XVII. MISCELLANEOUS PROVISIONS

105. The recitals and exhibits to this Settlement Agreement are integral parts of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

106. This Settlement Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Settlement Agreement nor any action taken hereunder shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the CCAC or Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the part of AACOM or any admission by AACOM of any claim in this Litigation or allegation made in any other proceeding, including regulatory matters, directly or indirectly involving the Data Incident or allegations asserted in the CCAC and Litigation. This Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding between the Parties, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by AACOM that Plaintiffs' claims or any similar claims are suitable for class treatment.

107. In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement to give this Settlement Agreement full force and effect.

108. In the event the Net Settlement Fund is insufficient to cover the payment for Credit Monitoring services claimed by Claimants, the duration of the coverage described in Paragraph 30 will be reduced to exhaust the fund. In such an event, no Net Settlement Funds would be distributed for the benefits described in Paragraphs 28 and 29. In the event the aggregate amount of all payments for Compensation for Out-of-Pocket Losses exceeds the total amount of the Net

Settlement Fund, then the value of those payments shall be reduced on a pro rata basis, such that the aggregate value of Compensation for Out-of-Pocket Losses, and payments for Credit Monitoring services does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds would be distributed to Claimants seeking Cash Compensation. All such determinations shall be performed by the Settlement Administrator.

109. No person shall have any claim against Plaintiffs, Settlement Class Counsel, AACOM, AACOM's Counsel, the Settlement Administrator, or the Released Persons or any of the foregoing's agents or representatives based on the administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any order of the Court or appellate court.

110. This Settlement Agreement constitutes the entire Settlement Agreement between and among the Parties with respect to the Settlement of the Litigation. This Settlement Agreement supersedes all prior negotiations and settlement agreements and may not be modified or amended except by a writing signed by the Parties and their respective counsel. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

111. There shall be no waiver of any term or condition in this Settlement Agreement absent an express writing to that effect by the non-waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

112. In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party. Unless otherwise ordered by the Court, the Parties will have no, and do not agree to, any responsibility for such transmittal.

113. This Settlement Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

114. This Settlement Agreement shall be construed under and governed by the laws of the State of Maryland without regard to its choice of law provisions.

115. If any press release is to be issued by the Parties, including their respective counsel, concerning the Settlement, it will be a joint press release for which the Parties will agree upon the language therein prior to release.

116. In the event that one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of the Settlement Agreement, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision(s) had never been a part of this Settlement Agreement as long as the benefits of this Settlement Agreement to AACOM or the Settlement Class Members are not

materially altered, positively or negatively, as a result of the invalid, illegal, or unenforceable provision(s).

117. This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties, Released Persons, and Settlement Class Members. The Parties waive the right to appeal or collaterally attack the Final Judgment entered under this Settlement Agreement.

118. The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

119. The Parties stipulate to stay all proceedings in the Litigation until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve judicial approval of this Settlement Agreement.

120. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

121. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her or its independent judgment and the advice of his, her or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

122. Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to the Settlement Agreement.

Approved as to form and content by Plaintiffs and counsel for Plaintiffs and the Settlement Class:

PLAINTIFFS

Todd Christensen
Todd Christensen (Oct 27, 2025 11:04:01 MDT)

Ted Christensen
Plaintiff

Marina Girgis
Plaintiff

Nicolas Sikaczowski

Nicolas Sikaczowski
Plaintiff

Emily Scott
Plaintiff

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PLAINTIFFS

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Plaintiff

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Nicolas Sikaczowski
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Ted Christensen
Plaintiff

Marina Girgis
Plaintiff

Nicolas Sikaczowski
Plaintiff


Emily Scott
Plaintiff

Settlement **CLASS COUNSEL**

Raina Borrelli

Raina C. Borrelli

Dated: 10 / 26 / 2025

David K. Lietz

Dated: _____

Leanna Loginov

Dated: _____

Leigh Montgomery

Dated: _____

Settlement **CLASS COUNSEL**

Raina C. Borrelli

Dated: _____



David K. Lietz

Dated: 10/27/2025

Leanna Loginov

Dated: _____

Leigh Montgomery

Dated: _____

Settlement **CLASS COUNSEL**

Raina C. Borrelli

Dated: _____

David K. Lietz

Dated: _____

Leanna Loginov

Leanna Loginov

Dated: 10/23/2025



Leigh Montgomery

Dated: Oct 27, 2025

Approved as to form and content by counsel for Defendant and Defendant:


Elizabeth Anne Scully

Dated: 10-23-25

AMERICAN ASSOCIATION OF COLLEGES OF OSTEOPATHIC MEDICINE

Its: _____

Dated: _____

Approved as to form and content by counsel for Defendant and Defendant:

Elizabeth Anne Scully

Dated: _____

AMERICAN ASSOCIATION OF COLLEGES OF OSTEOPATHIC MEDICINE

Chris Cui, DO

Its: President + CEO

Dated: 10/27/25

— EXHIBIT A —

000000000000
000000000000

Your Claim must
be submitted
online or
postmarked by:

<<Claims
Deadline>>

CLAIM FORM FOR AACOM DATA INCIDENT LITIGATION

In re AACOM Data Breach Litigation
Case No. 8:25-cv-01239-tjs
United States District Court for the District of Maryland

AACOM-C

GENERAL INSTRUCTIONS

You are a Settlement Class Member if you are an individual residing in the United States whose personally identifiable information (PII) or personal health information (PHI) was identified as at issue in the Data Incident discovered by AACOM in September 2024, including all those individuals who received notice of the Data Incident. You may submit a claim for a Settlement benefit, outlined below.

Please refer to the Long-Form Notice posted on the Settlement Website www.Website.com, for more information on submitting a Claim Form and if you are part of the Settlement Class.

To receive a Settlement benefit from this Settlement via an electronic payment, you must submit the Claim Form below electronically at www.Website.com by <<Claims Deadline>>.

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

In re AACOM Data Breach Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Settlement Class Members under the Settlement Agreement will be eligible to receive one or more of the following Settlement benefits:

- ❖ **Compensation for Out-of-Pocket Losses:** Settlement Class Members may claim **up to \$3,500** by submitting a valid and timely Claim Form and reasonable **supporting documentation for ordinary losses** that more likely than not, was because of the Data Incident. **You may not select Cash Compensation below;**

OR

- ❖ **Cash Compensation:** Instead of Compensation for Out-of-Pocket Losses, Settlement Class Members may file a claim for an Alternative Cash Payment. The amount of the Alternative Cash Payments is **estimated to be \$50**, but will be determined on a *pro rata* (proportional) basis;

The amount of the Net Settlement Fund remaining after all payments for Credit Monitoring, Compensation for Out-of-Pocket Losses are made is the Post-Loss Net Settlement Fund. The Post-Loss Net Settlement Fund will be used to make all Alternative Cash Payments. The amount of each Alternative Cash Payment shall be calculated by dividing the Post-Loss Net Settlement Fund by the number of valid claims for Alternative Cash Payments.

AND

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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- ❖ **Credit Monitoring:** Twenty-four (24) months of 3-bureau credit and identity theft monitoring will be provided for those Settlement Class Members who elect and submit valid claims for such credit and identity theft monitoring.

I. PAYMENT SELECTION

If you would like to elect to receive your Settlement benefit through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

II. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Email Address: @

III. PROOF OF DATA INCIDENT SETTLEMENT CLASS MEMBERSHIP

☐

Check this box to certify if you are an individual residing in the United States whose PII/PHI was identified as at issue in the Data Incident discovered by AACOM in September 2024, including all those individuals who received notice of the Data Incident.

Enter the Class Member ID Number provided on your Postcard Notice:

Class Member ID: 0 0 0 0 0 _ _ _ _ _

IV. COMPENSATION FOR OUT-OF-POCKET LOSSES

Settlement Class Members may claim up to \$3,500 by submitting a valid and timely Claim Form and reasonable supporting documentation for ordinary losses that more likely than not, was because of the Data Incident. **You may not select any Cash Compensation below.**

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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Out-of-pocket losses can be any of the following categories:

- *Out-of-pocket expenses incurred* as a direct result of the Data Incident, including costs for fraud or identity protection, professional fees, credit repair services, and other expenses so long as the costs were incurred between April 8, 2025 (the date of the Data Incident notice by Defendant) and the end of the claims period <<Claims Deadline>>..

Settlement Class Members with losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred.

You must have out-of-pocket losses incurred as a result of the Data Incident and submit documentation to obtain this benefit.

☐ I have attached documentation showing that the documented losses were more likely than not caused by the Data Incident. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

Cost Type (Fill all that apply)	Approximate Date of out-of-pocket losses	Amount of out-of-pocket losses	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Identity Theft Protection Service	0 7/17/2 0 (mm/dd/yy)	\$50.00	Copy of identity theft protection service bill
	____/____/____ (mm/dd/yy)	\$____.____	
	____/____/____ (mm/dd/yy)	\$____.____	
	____/____/____ (mm/dd/yy)	\$____.____	

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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V. CASH COMPENSATION

Instead of Compensation for Out-of-Pocket Losses, Settlement Class Members may file a claim for an Alternative Cash Payment.

☐ Yes, I choose an estimated \$50 Alternative Cash Payment that will be determined on a *pro rata* basis. **You may not select any Compensation for Out-of-Pocket Losses above.**

The amount of the Net Settlement Fund remaining after all payments for Credit Monitoring, Compensation for Out-of-Pocket Losses are made is the Post-Loss Net Settlement Fund. The Post-Loss Net Settlement Fund will be used to make all Alternative Cash Payments. The amount of each Alternative Cash Payment shall be calculated by dividing the Post-Loss Net Settlement Fund by the number of valid claims for Alternative Cash Payments.

IN ADDITION TO EITHER COMPENSATION FOR OUT-OF-POCKET LOSSES OR CASH COMPENSATION, SETTLEMENT CLASS MEMBERS MAY ALSO SUBMIT A CLAIM TO RECEIVE CREDIT MONITORING

VI. CREDIT MONITORING SERVICES

All Settlement Class Members who elect and submit valid claims for credit and identity theft monitoring will receive twenty-four (24) months of 3-bureau credit and identity theft monitoring.

☐ **Twenty-four (24) months of 3-bureau credit and identity theft monitoring**

The credit and identity theft monitoring will have the following features: real time monitoring of the credit file at all three major credit bureaus, identity theft insurance (no deductible) of \$1,000,000; and access to fraud resolution agents to help resolve identity thefts

VII. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

_____/_____/_____
Date

Print Name

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

— EXHIBIT B —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the District of Maryland

In re AACOM Data Breach Litigation

Case No. 8:25-cv-01239-tjs

A Court has authorized this Long-Form Notice (“Notice”). This is not a solicitation from a lawyer.

If you are an individual residing in the United States whose personally identifiable information (“PII”) or personal health information (“PHI”) was identified as at issue in the Data Incident discovered by AACOM in September 2024, including all those individuals who received notice of the Data Incident, you are eligible to receive a Settlement benefit from a class action Settlement

- A Court authorized this Notice to those that are eligible to receive Settlement benefits from a \$700,000 proposed class action Settlement. The Litigation is titled *In re AACOM Data Breach Litigation*, Case No. 8:25-cv-01239-tjs and is pending in the United States District Court for the District of Maryland. The person that filed the class action lawsuit is called Plaintiffs or Class Representatives and the company they sued is American Association of Colleges of Osteopathic Medicine (AACOM or Defendant). Defendant denies any wrongdoing whatsoever and the Court has not ruled that AACOM did anything wrong.
- **Who is a Settlement Class Member?**

All individuals residing in the United States whose PII/PHI was identified as at issue in the Data Incident discovered by AACOM in September 2024, including all those individuals who received notice of the Data Incident.

Excluded from the Classes are AACOM’s officers and directors, legal representatives and attorneys; members of the judiciary to whom this case is assigned, their families, and members of their staff; all Settlement Class Members who timely and validly requests exclusion from the Settlement Class; and any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

- Settlement Class Members under the Settlement Agreement will be eligible to receive one or more of the following Settlement benefits:
 - ❖ **Compensation for Out-of-Pocket Losses:** Settlement Class Members may claim **up to \$3,500** by submitting a valid and timely Claim Form and reasonable **supporting documentation for ordinary losses** that more likely than not, was because of the Data Incident. **If you make a claim for Out-of-Pocket Losses, you may not also select Cash Compensation below;**

OR

- **Cash Compensation:** Instead of Compensation for Out-of-Pocket Losses, Settlement Class Members may file a claim for an Alternative Cash Payment. The amount of the Alternative Cash Payments is **estimated to be \$50**, but will be determined on a *pro*

Questions? Go to www.website.com or call (XXX) XXX-XXXX

rata (proportional) basis;

The amount of the Net Settlement Fund remaining after all payments for Credit Monitoring, Compensation for Out-of-Pocket Losses are made is the Post-Loss Net Settlement Fund. The Post-Loss Net Settlement Fund will be used to make all Alternative Cash Payments. The amount of each Alternative Cash Payment shall be calculated by dividing the Post-Loss Net Settlement Fund by the number of valid claims for Alternative Cash Payments.

AND

- ❖ **Credit Monitoring:** Twenty-four (24) months of 3-bureau credit and identity theft monitoring will be provided for those Settlement Class Members who elect and submit valid claims for such credit and identity theft monitoring.
- For more information visit www.website.com or call (XXX) XXX-XXXX.

Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive a Settlement benefit from the Settlement.	Submitted or postmarked on or before <<Claims Deadline>>.
Exclude Yourself by Opting Out of the Settlement Class	Receive no benefit from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant relating to the Data Incident.	Mailed and postmarked on or before <<Opt-Out Deadline>>.
Object to the Settlement and/or Attend the Final Approval Hearing	You can write the Court about why you agree or disagree with the Settlement or the Fee Award, Costs and Expenses for Class Counsel and Service Awards. The Court cannot order a different settlement. You can also ask to speak at the Final Approval Hearing on <<Final Approval Hearing date>> at [TIME] ET, about the fairness of the Settlement, with or without your own attorney.	Mailed and postmarked on or before <<Objection Deadline>>.
Do Nothing	You will not receive any Settlement benefit from this class action Settlement, but will remain a Settlement Class Member and be	N/A

Questions? Go to www.website.com or call (XXX) XXX-XXXX

	bound by the Released Class Claims.	
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- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court still will have to decide whether to approve the Settlement. Settlement benefits will be made available only if the Court approves the Settlement and after any possible appeals are resolved.

What This Notice Contains

Basic Information	4
Who is in the Settlement	5
The Settlement Class Member Benefits—What You Get if You Qualify	5-6
How Do You Submit a Claim	6
Excluding Yourself from the Settlement	7-8
Objecting to the Settlement	8
The Lawyers Representing You	9
The Court’s Final Approval Hearing	9
If You Do Nothing	10
Additional Information	10

Questions? Go to www.website.com or call (XXX) XXX-XXXX

BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the nature of the Litigation that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

The Judge [REDACTED] of the United States District Court for the District of Maryland is overseeing this case captioned as *In re AACOM Data Breach Litigation*, Case No. 8:25-cv-01239-TJS. [REDACTED]. The people who brought the lawsuit are called the Plaintiffs or Settlement Class Representatives. The company being sued, American Association of Colleges of Osteopathic Medicine, is called the Defendant or AACOM.

2. What is the Litigation about?

AACOM is a professional association focused on osteopathic medicine. Defendant also provides centralized services including data collection and analysis and operation of the online application service for students applying to US osteopathic medical schools.

The Litigation alleges that on or about September 26, 2024, an unauthorized individual, or unauthorized individuals, gained access to the email account of an AACOM employee, and subsequently, the names, Social Security Numbers, and medical information of approximately 67,804 individuals.

AACOM denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that AACOM has done anything wrong.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” or “Plaintiffs” sue on behalf of all people who have similar claims. Together, all of these people are called a “Settlement Class,” and the individuals are called “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Class Representatives appointed to represent the Settlement Class, and the attorneys for the Settlement Class, Settlement Class Counsel, think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?**5. How do I know if I am part of the Settlement?**

You are affected by the Settlement and potentially a Settlement Class Member if you are an individual residing in the United States whose personally identifying information (PII) or personal health information (PHI) was identified as at issue in the Data Incident discovered by AACOM in September 2024, including all those individuals who received notice of the Data Incident.

Excluded from the Classes are AACOM's officers and directors, , legal representative and attorneys; members of the judiciary to whom this case is assigned, their families, and members of their staff; all Settlement Class Members who timely and validly requests exclusion from the Settlement Class; and any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call (XXX) XXX-XXXX with questions. You may also write with questions to:

In re AACOM Data Breach Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

THE SETTLEMENT CLASS MEMBER BENEFITS-WHAT YOU GET IF YOU QUALIFY**7. What does the Settlement provide?**

The Settlement provides a Settlement Fund that shall be used by the Settlement Administrator to pay for: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement as approved by the Parties and approved by the Court, (ii) any taxes owed by the Settlement Fund, (iii) any Service Awards approved by the Court, (iv) any Attorneys' Fee Award, Costs, and Expenses as approved by the Court, and (v) any benefits to Settlement Class Members. Settlement Class Members may elect to file a claim for either (1) an Alternative Cash Payment or (2) a claim for Compensation for Out-of-Pocket Losses and (3) Credit Monitoring services.

8. What Settlement Class Member Benefits are available under the Settlement?

Settlement Class Members that submit a valid and timely Claim Form may select one or more of the following Settlement benefits:

- a) **Compensation for Out-of-Pocket Losses:** Settlement Class Members may claim up to \$3,500 by submitting a valid and timely Claim Form and reasonable supporting documentation for ordinary losses that more likely than not, was because of the Data Incident. **You may not select any Cash Compensation below;**

Out-of-pocket losses can be any of the following categories:

Questions? Go to www.website.com or call (XXX) XXX-XXXX

- *Out-of-pocket expenses incurred* as a direct result of the Data Incident, including costs for fraud or identity protection, professional fees, credit repair services, and other expenses so long as the costs were incurred between the date of the Data Incident notice by Defendant and the end of the claims period, which will be a part of the Claim Form.

OR

- b) **Cash Compensation:** Instead of Compensation for Out-of-Pocket Losses, Settlement Class Members may file a claim for an Alternative Cash Payment. The amount of the Alternative Cash Payments is estimated to be \$50, but will be determined on a *pro rata* (proportional) basis;

The amount of the Net Settlement Fund remaining after all payments for Credit Monitoring, Compensation for Out-of-Pocket Losses are made is the Post-Loss Net Settlement Fund. The Post-Loss Net Settlement Fund will be used to make all Alternative Cash Payments. The amount of each Alternative Cash Payment shall be calculated by dividing the Post-Loss Net Settlement Fund by the number of valid claims for Alternative Cash Payments.

AND

- c) **Credit Monitoring:** Twenty-four (24) months of 3-bureau credit and identity theft monitoring will be provided for those Settlement Class Members who elect and submit valid claims for such credit and identity theft monitoring.
- The credit and identity theft monitoring will have the following features:
 - i. Real time monitoring of the credit file at all three major credit bureaus;
 - ii. Identity theft insurance (no deductible) of \$1,000,000; and
 - iii. Access to fraud resolution agents to help resolve identity thefts.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a Settlement benefit?

To receive a Settlement benefit, you must complete and submit a Claim Form online at www.website.com or by mail to In re AACOM Data Breach Litigation, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by <<Claims Deadline>> or by mail postmarked by <<Claims Deadline>>.

TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT WWW.WEBSITE.COM

10. When will I get my Settlement benefit?

Questions? Go to www.website.com or call (XXX) XXX-XXXX

The Court will hold a Final Approval Hearing on <<Date>>, at <<Time>> a.m. ET to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Settlement benefits will begin after the Settlement has obtained Court approval and the time for all appeals has expired.

11. What am I giving up as part of the Settlement?

AACOM and the Released Persons will receive a release from all claims that could have been or that were brought against AACOM relating to the Data Incident. Thus, if the Settlement becomes Final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue AACOM, and its present and former parents, subsidiaries, divisions, departments, affiliates, employees, servants, members, providers, partners, principals, directors, shareholders, owners, predecessors, successors, assigns, and insurers, and each of the foregoing's former or present directors, trustees, officers, employees, representatives, agents, providers, consultants, advisors, attorneys, accountants, partners, vendors, customers, insurers, reinsurers, and subrogees, in its capacity as such and assigns of each of them as well as covered entities associated with the Data Incident. These Releases are described in Section XV of the Settlement Agreement, which is available at www.website.com. If you have any questions, you can talk to Settlement Class Counsel listed in **Question 17** for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

12. If I exclude myself, can I get a Settlement benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement.

13. If I do not exclude myself, can I sue the Released Persons for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant and any other Released Persons for any claim that could have been or was brought relating to the Data Incident. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

14. How do I exclude myself from the Settlement?

To exclude yourself, send an Opt-Out Request or written notice of intent to opt-out that says you want to be excluded from the Settlement. The Opt-Out Request must (a) state your full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature; and (c) state that the Settlement Class Member's intent to be excluded from the Settlement Class and from the Settlement. An Opt-Out Request that does not have the requirements above, that is not **postmarked by <<Opt-Out Deadline>>**, or that is sent to an address other than that in the Postcard Notice will be invalid, and that Settlement Class Member will remain in the Settlement Class and be bound by the Settlement Agreement and the release of the claims of the case. You must mail your

Questions? Go to www.website.com or call (XXX) XXX-XXXX

Opt-Out Request to the Settlement Administrator postmarked by <<Opt-Out Deadline>>, to:

In re AACOM Data Breach Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

You can tell the Court that you do not agree with the Settlement, and/or Fees Award, Costs, and Expenses and Service Awards or some part of it by objecting to the Settlement. Objections must be filed with the Court, and mail a written Objection to Settlement Class Counsel and Defendant's Counsel, postmarked by no later than << Objection Deadline>>.

Clerk of the Court	
<p>Clerk of Court</p> <p>U.S. District Court, District of Maryland</p> <p>6500 Cherywood Lane</p> <p>Greenbelt, Md 20770</p>	
Class Counsel	Defendant's Counsel
<p>Raina C. Borrelli</p> <p>Strauss Borrelli, PLLC</p> <p>980 N. Michigan Avenue, Suite 1610</p> <p>Chicago, Illinois 60611</p>	<p>Elizabeth Anne Scully</p> <p>Baker & Hostetler, LLP</p> <p>1050 Connecticut Ave NW, Ste 1100</p> <p>Washington, DC 20036</p>

Each Objection must:

- i) include the case name and number;
- ii) set forth the Settlement Class Member's full name, current address, and telephone number;
- iii) contain the Settlement Class Member's original signature;
- iv) state that the Settlement Class Member objects to the Settlement, in whole or in part;
- v) state the legal and factual basis for the Objection; and

Questions? Go to www.website.com or call (XXX) XXX-XXXX

- vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position.

16. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement or parts of it and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefit from the Settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed David K. Lietz of Milberg Coleman Bryson Phillips Grossman PLLC, Raina Borrelli of Strauss Borrelli PLLC, Leanna Loginov of Shamis & Gentile, P.A., and Leigh Montgomery of EKSM, LLP, as Settlement Class Counsel to represent the Settlement Class in Settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the Settlement Class Counsel be paid?

Settlement Class Counsel shall request the Court to approve an award of attorneys' fees not to exceed one third of the Settlement Fund (\$233,333.33). In addition to any attorneys' fees requested, Settlement Class Counsel shall also request reimbursement of the reasonable Costs and Expenses incurred in prosecuting the Litigation. Any such award would compensate Settlement Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Settlement Class Counsel shall request the Court to approve Service Awards of \$5,000 for each of the Settlement Class Representatives, which award is intended to recognize the Settlement Class Representatives for their efforts in the Litigation and commitment on behalf of the Settlement Class.

Any Fee Award, Costs, and Expenses, and Service Award payments must be approved by the Court. The Court may award less than the amounts requested.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on <<Date>> at <<Time>> ET, at the <<Court Address>>, Room as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the Fee Award, Costs, and Expenses and Service Awards payments. After the hearing, the Court will decide whether to approve the Settlement. We do

Questions? Go to www.website.com or call (XXX) XXX-XXXX

not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Settlement Class Counsel recommends checking the Settlement Website www.website.com, or calling (XXX) XXX-XXXX.

20. Do I have to attend the hearing?

No. Settlement Class Counsel will present the Settlement Class to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in **Question 15**, the Court will consider it.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in **Question 15**, including all the information required. Your objection must be filed with the Court and mailed to the Settlement Class Counsel and Defendant's Counsel, at the mailing addresses listed above, **postmarked by no later than <<Objection Deadline>>**.

IF YOU DO NOTHING

22. What happens if I do nothing?

If you do nothing, you will not receive any Settlement benefits from this Settlement. If the Settlement is granted final approval and becomes Final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Persons based on any claim that could have been or that was brought relating to the Data Incident. You will be bound by the Settlement and the Releases of the Released Persons as defined in the Settlement Agreement.

ADDITIONAL INFORMATION

23. How do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.website.com. You may also call the Settlement Administrator with questions or to receive a Claim Form at (XXX) XXX-XXXX.

24. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, calling toll-free (XXX) XXX-XXXX or at the Contact page of the Settlement Website:

In re AACOM Data Breach Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Questions? Go to www.website.com or call (XXX) XXX-XXXX

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR
DEFENDANT'S COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION
SETTLEMENT**

Questions? Go to www.website.com or call (XXX) XXX-XXXX

— EXHIBIT C —

In re AACOM Data Breach Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

Legal Notice

In re AACOM Data Breach Litigation
Case No. 8:25-cv-01239-tjs

If you are an individual residing in the United States whose personally identifiable information (“PII”) or personal health information (“PHI”) was identified as at issue in the Data Incident discovered by AACOM in September 2024, including all those individuals who received notice of the Data Incident, you are eligible to receive a Settlement benefit from a class action Settlement

*A Court has authorized this Notice. This is **not** a solicitation from a lawyer.*

For more information, please visit

[www.WEBSITE.com](#)

<<Refnum Barcode>>

CLASS MEMBER ID: <<Refnum>>

Postal Service: Please do not mark barcode

<<FirstName>> <<LastName>>

<<Company>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>-<<zip4>><<Country>>

A \$700,000 Settlement has been reached in a class action lawsuit concerning a Data Incident perpetrated against Defendant American Association of Colleges of Osteopathic Medicine or AACOM. The Litigation alleges that on or about September 26, 2024, an unauthorized individual, or unauthorized individuals, gained access to the email account of an AACOM employee, and subsequently, the names, Social Security Numbers, and medical information of approximately 67,804 individuals. AACOMt denies any wrongdoing whatsoever and the Court has not ruled that AACOM did anything wrong.

Who is included in the Settlement? You are affected by the Settlement and potentially a Settlement Class Member if you are an individual residing in the United States whose personally identifying information (PII) or personal health information (PHI) was identified as at issue in the Data Incident discovered by AACOM in September 2024, including all those individuals who received notice of the Data Incident.

What are the Settlement benefits? The Settlement provides a Settlement Fund shall be used by the Settlement Administrator to pay for: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement as approved by the Parties and approved by the Court, (ii) any taxes owed by the Settlement Fund, (iii) any Service Awards approved by the Court, (iv) any Attorneys' Fee Award, Costs, and Expenses as approved by the Court, and (v) any benefits to Settlement Class Members. Settlement Class Members may elect to file a claim for either (1) an Alternative Cash Payment or (2) a claim for Compensation for Out-of-Pocket Losses and (3) Credit Monitoring services. Visit www.website.com or call the toll-free telephone number below for complete benefit details.

How do I receive a payment or other benefit? To receive a payment under the settlement, you **MUST** submit a claim. To submit a claim, you may either: (i) fill out, detach, and mail the attached postcard Claim Form to the Settlement Administrator; or (ii) submit a Claim Form by mail or online at www.website.com. You may also call (XXX) XXX-XXXX to request that a Claim Form be mailed to you. **Claims must be submitted online or by mail postmarked by [DATE]. TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT WWW.WEBSITE.COM.**

What are my other options? If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against the Defendants and other Released Persons as defined in the Settlement Agreement. If you do not want to be legally bound by the Settlement, you must **Exclude Yourself** by **[DATE]**, or you will not be able to sue the Defendants or any other Released Persons for Released Claims relating to the Data Incident. If you exclude yourself, you cannot get a Settlement benefit from this Settlement. If you want to **Object** to the Settlement, you may file an Objection by **[DATE]**. The Long-Form Notice, posted on the Settlement Website, explains how to submit a Claim Form, exclude yourself, or object.

Do I have a lawyer in this case? Yes, the Court appointed David K. Lietz of Milberg Coleman Bryson Phillips Grossman PLLC, Raina Borrelli of Strauss Borrelli PLLC, Leanna Loginov of Shamis & Gentile, P.A., and Leigh Montgomery of EKSM, LLP, as Settlement Class Counsel for the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

When will the Court decide whether to approve the Settlement? The Court is scheduled to hold a Final Approval Hearing on [DATE] at [TIME] ET, at the <Court address> to consider whether to approve the Settlement, the attorneys' fees not to exceed one third of the Settlement Fund (\$233,333.33) and reimbursement of the reasonable Costs and Expenses incurred in prosecuting the Litigation, and Service Award payments of \$5,000 to each Settlement Class Representative. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

This Notice is only a summary. For more information including a copy of the Settlement Agreement, Long Form Notice, Claim Form, and other documents, or to update your contact information, call toll-free (XXX) XXX-XXXX or visit www.WEBSITE.com.

Postage
Required

In re AACOM Data Breach Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>



VISIT THE SETTLEMENT WEBSITE BY
SCANNING THE PROVIDED QR CODE

POSTCARD CLAIM FORM

To submit a claim for Cash Compensation and/or Credit Monitoring, please complete the below form, sign, and mail this portion of the postcard to the Settlement Administrator by **no later than [DATE]**. **Note:** Claims for Compensation for Out-of-Pocket Losses require supporting documentation and therefore must be submitted online at www.website.com or mailed to the Settlement Administrator with a separate Claim Form. To receive a Settlement benefit from this Settlement via an electronic payment, you must submit a Claim Form electronically at www.website.com by **[DATE]**.

Class Member ID: <<refnum>>

<<firstname>> <<mi>> <<lastname>>

<<address1>> <<address2>>

<<City>>, <<State>> <<Zip>>

If different address from the preprinted data on the left, please print your correct information.		
First Name	Last Name	
Address		
City	State	ZipCode

() -
Telephone Number

@
Email Address

Cash Compensation

☐ I would like to receive an estimated \$50 Alternative Cash Payment
(subject to a pro rata proportional adjustment)
of seeking Compensation for Out-of-Pocket Losses.

Credit Monitoring

☐ I would like to receive twenty-four (24) months of credit *instead*
and identity theft monitoring with 3-credit bureaus.

SIGN AND DATE YOUR CLAIM FORM

I declare under penalty of perjury that the information supplied in this Claim Form is true and correct. I authorize the Settlement Administrator to contact me, using the contact information set forth above, to obtain any necessary supplemental information

Signature: _____ Print Name: _____ Dated: ____ / ____ / ____

— EXHIBIT D —

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

In re: AACOM Data Breach Litigation

Civil Action No. 8:25-cv-01239-TJS

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (Doc. No. [REDACTED]) (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant American Association of Colleges of Osteopathic Medicine d/b/a AACOM (“Defendant” and together with Plaintiffs, the “Parties”). The Settlement Agreement with accompanying exhibits is attached as **Exhibit 1** to Plaintiffs’ Memorandum of Law in Support of their Motion (the “Settlement Agreement”).¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

All individuals residing in the United States whose PII/PHI was identified as at issue in the Data Incident discovered by AACOM in September 2024, including all those individuals who received notice of the Data Incident.

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

Excluded from the Settlement Class are AACOM's officers and directors, legal representatives, and attorneys; members of the judiciary to whom this case is assigned, their families, and members of their staff; all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. It is estimated that there are 67,804 persons potentially in the Settlement Class.

Pursuant to Federal Rules of Civil Procedure 23(e)(1), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Settlement Class Representative are typical of and arise from the same operative facts and the Settlement Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representatives and Settlement Class Counsel.**

The Court finds that Plaintiffs Ted Christensen, Marina Girgis, Nicolas Sikaczowski, and Emily Scott will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Settlement Class Representatives. Additionally, the Court finds that Leigh Montgomery of EKSM, LLP, Raina C. Borrelli of Strauss Borrelli PLLC, Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, and Leanna Loginov of Shamis & Gentile, P.A., will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as Settlement Class Counsel pursuant to Rule 23(g)(1).

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2026, at the United States District Court, 101 West Lombard Street, Baltimore, MD 21201, where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; and (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved pursuant to Fed. R. Civ. P. 23(h).

6. **Settlement Administrator.** The Court appoints [REDACTED] as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and Claim Form and the Notices attached to the Settlement Agreement as **Exhibits A-C** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the

Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Federal Rule of Civil Procedure 23(c); and (e) and meet the requirements of the Due Process Clause(s) of the United States and Maryland Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Class Action Fairness Act Notice.** Within ten (10) days after the filing of this Settlement Agreement with the Court, the Settlement Administrator acting on behalf of Defendant shall have served or caused to be served a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b).

10. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner provided in the Notice. The written notice must include the Settlement Class Member’s name, address, telephone number, and e-mail address (if the Settlement Class Member has one), stating that the Settlement Class Member requests exclusion from the Settlement Class, include a

statement indicating a request to be excluded from the Settlement Class, and must be signed by the Settlement Class Member. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Date, which is to be [REDACTED] days prior to the Final Approval Hearing, and as stated in the Notice.

A complete list of all Settlement Class Members who submitted timely, valid exclusion requests (opt-outs) will be filed with the Court as part of the declaration or affidavit of the Settlement Administrator, at the same time that Plaintiffs file their Motion for Final Approval of the Class Action Settlement.

If a Final Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

11. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the Notice. The Long Form Notice and the Settlement Website shall instruct Settlement Class Members who wish to object to the Settlement Agreement to send their written objections to the Settlement Administrator at the address indicated in the Long Form Notice, and to the attorneys for the Parties at their addresses specified in the Notice. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Date;” this date shall be [REDACTED] days prior to the Final Approval hearing. Any such notices of an intent to object to the Settlement Agreement must be written and must include: (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 Awards; (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 five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years; (f) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (i) the objector's signature (an attorney's signature is not sufficient). Further, Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. An objecting Settlement Class Member has the right, but is not required to, attend the Final Approval Hearing. Any objector or their counsel who intends to make an appearance at the Final Approval Hearing file with the Court, and shall serve on Class Counsel and Defendant's

Counsel a notice of intention to appear at the Final Approval Hearing by no later than the Objection Date.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The provisions stated in Section [REDACTED] of the Settlement Agreement are the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

12. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

13. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; (c) there is no Effective Date; or (d) otherwise consistent with the terms of the Settlement Agreement. In such event, (i) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

If Defendants void the Settlement Agreement according to its terms, Defendants will be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and shall not, at any time, seek recovery of same from any other party to the Action or from counsel to any other party to the Action.

14. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is

inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Claims Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

<u>Grant of Preliminary Approval</u>	
Defendant provides list of Settlement Class Members to the Settlement Administrator	7 days after entry of Preliminary Approval Order
Settlement Administrator to Provide CAFA Notice Required by 28 U.S.C. § 1715(b)	Within 10 days of filing of the Preliminary Approval Motion
Notice Date	30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before the Objection Deadline
Objection Deadline	60 Days after the Notice Date
Opt-Out Deadline	60 Days after the Notice Date

Claims Deadline	90 Days after the Notice Date
<u>Final Approval Hearing</u>	110 days after Preliminary Approval Order (at minimum)
Motion for Final Approval	45 days before Final Approval Hearing

SO ORDERED THIS _____ DAY OF _____, 2025.

Hon. Deborah L. Boardman
United States District Court Judge

— EXHIBIT E —

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

In re: AACOM Data Breach Litigation

Civil Action No. 8:25-cv-01239-TJS

[PROPOSED] FINAL JUDGMENT APPROVING CLASS ACTION SETTLEMENT

Before the Court is Plaintiffs’ unopposed motion requesting that the Court enter an Order granting Final Approval of the Class Action Settlement involving Plaintiffs Ted Christensen, Marina Girgis, Nicolas Sikaczowski, and Emily Scott (“Plaintiffs” or “Class Representatives”) and Defendant American Association of Colleges of Osteopathic Medicine d/b/a AACOM (“Defendant” and together with Plaintiffs, the “Parties”), as fair, reasonable and adequate, awarding attorneys’ fees and expenses to Settlement Class Counsel as outlined herein, and awarding service awards to Plaintiffs as detailed below.

Having reviewed and considered the Settlement Agreement and the motions for final approval of the settlement, an award of attorneys’ fees, expenses, and service awards to the Plaintiff, and having conducted a final approval hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

WHEREAS, on **DATE**, the Court entered a Preliminary Approval Order which among other things: (a) conditionally certified this matter as a class action, including defining the classes and class claims, appointing Plaintiffs Ted Christensen, Marina Girgis, Nicolas Sikaczowski, and

Emily Scott as Settlement Class Representatives, and appointing as Settlement Class Counsel Leigh Montgomery of EKSM, LLP, Raina C. Borrelli of Strauss Borrelli PLLC, Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, and Leanna Loginov of Shamis & Gentile, P.A.; (b) preliminarily approved the Settlement Agreement; (c) approved the form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the claims administrator; and (f) set the date for the Final Fairness Hearing;

WHEREAS, on **DATE**, pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

WHEREAS, on **DATE** at **TIME**, the Court held a Final Approval Hearing to determine, inter alia: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice. Prior to the Final Approval Hearing, a declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as required by the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the final approval hearing in support of or in opposition to the proposed Settlement Agreement, the award of attorneys' fees and costs to Settlement Class Counsel, and the payment of Service Awards to the Class Representatives;

WHEREAS, the Court's not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

WHEREAS, the Court's being required under Federal Rule of Civil Procedure 23(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees and costs and expenses, and the application for Service Awards to the Class Representatives, and having reviewed the materials in support thereof, and good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.
2. The Settlement involves allegations in Plaintiffs' Complaint and Jury Demand against Defendant for failure to implement or maintain adequate data security measures for the sensitive information of current and former consumers, which Plaintiffs allege directly and proximately caused injuries to Plaintiffs and Settlement Class Members.
3. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

4. Unless otherwise noted, words spelled in this Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the parties pursuant to Federal Rule of Civil Procedure 23(e)(2), grants final approval of the Settlement Agreement and for purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

All individuals residing in the United States whose PII/PHI was identified as at issue in the Data Incident discovered by AACOM in September 2024, including all those individuals who received notice of the Data Incident.

Excluded from the Settlement Class are AACOM's officers and directors, legal representatives, and attorneys; members of the judiciary to whom this case is assigned, their families, and members of their staff; all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

6. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in that Agreement, for:

- A. Defendant to make a payment, or to have a payment made, of \$700,000 to be deposited into the Settlement Fund.
- B. The Settlement Administrator to carry out the Notice Program and administer the claims and settlement fund distribution process.
- C. A process as outlined in the Settlement Agreement whereby Settlement Class Members can submit claims that will be evaluated by the Settlement Administrator mutually agreed upon by Settlement Class Counsel and Defendant.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Federal Rule of Civil Procedure 23(a) and (b)(3) set forth in the Preliminary Approval Order (ECF No. **X**) and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, Final Approval Hearing, the application for attorneys' fees and costs and expenses, and the proposed service award payments to the Class Representatives have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

9. The Court finds that such Notice as therein ordered, was the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B).

10. The Court finds that Defendant has fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

11. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the final hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

12. The parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the settlement in accordance with this Order and the terms of the Settlement Agreement.

13. Pursuant to the Settlement Agreement, Defendant, the Claims Administrator, and Class Counsel shall implement the settlement in the manner and time frame as set forth therein.

14. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

15. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims as follows:

On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, each Settlement Class Member who is not an Opt-Out Member will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees, costs, and expenses, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown (including Unknown Claims), or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured that arise out of, are connected to, or relate in any way to the Data Incident, the Defendant's information security policies and practices, Defendant's maintenance or storage of PII and/or PHI, and including such claims that were or could have been asserted in the Litigation regardless of

whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law (the “Settlement Class Release”). The Settlement Class Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion (the “Released Class Claims”). The Released Class Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Class Claims.

16. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves payments to Class Representatives in the total amount of \$5,000 each, for a total of \$20,000, as a service award for their efforts on behalf of the Settlement Class. These payments shall be made in accordance with the terms of the Settlement Agreement.

17. The Court affirms the appointment of Leigh Montgomery of EKSM, LLP, Raina C. Borrelli of Strauss Borrelli PLLC, Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, and Leanna Loginov of Shamis & Gentile, P.A. as Settlement Class Counsel, and finds that they have adequately represented the interests of the Settlement Class.

18. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel’s application for combined attorneys’ fees in the amount of \$233,333.33 and reasonable litigation expenses in the amount of \$[REDACTED]. Payment shall be made pursuant to the terms of the Settlement Agreement.

19. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the action. This Final Approval Order

and Judgment, the Settlement Agreement, and all acts, statements, documents or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Defendant, Settlement Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment (including but not limited to enforcing the releases contained herein). The Settlement Agreement and Final Approval Order and Judgment shall not be construed or admissible as an admission by Defendant that Plaintiffs' claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

20. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement

shall be treated as vacated nunc pro tunc, and the Parties shall be restored to their respective positions in the Litigation, as if the Parties had never entered into the Settlement Agreement (without prejudice to the Parties' respective positions on the issue of class certification or any other issue). Further, in such event, the Parties will jointly request that all scheduled Litigation deadlines be reasonably extended by the Court, so as to avoid prejudice to either Party or Party's counsel.

21. Pursuant to the All Writs Act, 28 U.S.C. § 1651, this Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

22. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

23. This Order resolves all claims asserted in this action and is a final order.

24. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

Dated: _____

HONORABLE DEBORAH L. BOARDMAN
UNITED STATES DISTRICT JUDGE