

CAUSE NO. 2025-83309

AMY CRULL, on behalf of herself and all §
others similarly situated, §

Plaintiff, §

v. §

UNIVERSITY OF ST. THOMAS, §

Defendant. §

IN THE DISTRICT COURT OF

11TH JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

SETTLEMENT AGREEMENT

This Settlement Agreement¹, dated as of this 26 day of May 2026, is made and entered into by and among (i) Plaintiff Amy Crull, individually and on behalf of the Settlement Class, by and through Plaintiff's Counsel; and (ii) Defendant University of St. Thomas ("UST" or "Defendant") by and through its counsel of record. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions hereof.

I. THE LITIGATION

Plaintiff alleges that on or around August 12, 2025, UST experienced a Data Incident whereby an unauthorized party accessed and/or acquired certain files on UST's network. *Class Action Petition* ("Pet.") at ¶ 32. Plaintiff further alleges that during the Data Incident, an unauthorized party gained access to certain types of Private Information, including credit card, bank account and Social Security Numbers, passports and licenses, logins and passwords to work-related accounts, home addresses, email addresses, and phone numbers, donor contact information, club membership information, and other documents of a confidential and sensitive nature (the

¹ All capitalized terms herein shall have the same meanings as those defined in Section IV below.

“Data Incident”). *Id.* at ¶¶ 3-4. Following news reports regarding the Data Incident, Plaintiff filed this lawsuit asserting various claims against UST relating to the Data Incident as defined below. After the filing of this lawsuit, the Parties agreed to extend UST’s deadline to respond to the Petition to allow Defendant adequate time to investigate and respond to the Data Incident. UST filed its answer on April 14, 2026, and generally denied every allegation of the Petition and denied any liability or wrongdoing in connection with the Data Incident.

Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against UST and the Released Persons relating to the Data Incident, by and on behalf of Plaintiff and Settlement Class Members, and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States against UST and the Released Persons relating to the Data Incident.

II. CLAIMS OF PLAINTIFF AND BENEFITS OF SETTLING

Plaintiff believes that the claims asserted in the Action, as set forth in the Petition, have merit. Plaintiff and Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Action against UST through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel are experienced in class-action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue in cybersecurity incident litigation in general and in this Action in particular. They have determined that the Settlement set forth in this Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

UST denies each and all of the claims and contentions alleged against it in the Action. UST denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action. Nonetheless, UST has concluded that further litigation would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. UST has considered the uncertainty and risks inherent in any litigation. UST has, therefore, determined that it is desirable and beneficial that the Action be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, individually and on behalf of the Settlement Class, Class Counsel, and UST that, subject to the approval of the Court, the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

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

- 1.1 “Action” means the above-captioned action filed in the District Court for Harris County, Texas, styled *Amy Crull v. University of St. Thomas*, Case No. 2025-83309.
- 1.2 “Agreement” or “Settlement Agreement” means this agreement.
- 1.3 “UST” or “Defendant” means University of St. Thomas located in Houston, Texas.

1.4 “Claims Administrator” means Simpluris, Inc., a company experienced in administering class action claims generally and specifically those of the type provided for and made in data-breach litigation.

1.5 “Claims Deadline” means the postmark and/or online submission deadline for Valid Claims (as defined below) pursuant to ¶ 2.1.3 which shall be 90 days after the Notice Commencement Date.

1.6 “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim for reimbursement. The Claim Form will be substantially in a form as shown in **Exhibit C** attached hereto, which will be available on both the Settlement Website and in paper format, if specifically requested by a Settlement Class Member.

1.7 “Claims Process” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.

1.8 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.9 “Court” means the 11th Judicial District Court of Harris County, Texas.

1.10 “Data Incident” means the unauthorized access to UST’s network and certain files containing sensitive and/or personal information including, but not limited to, credit card, bank account and Social Security Numbers, passports and licenses, logins and passwords to work-related accounts, some home addresses, email addresses, and phone numbers, donor contact information, club membership information, and other documents of a confidential and sensitive nature (the “Data Incident”), which occurred between July 25, 2025 and August 12, 2025.

1.11 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.12 herein have occurred and been met.

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

1.13 “Judgment” means a judgment rendered by the Court, substantially in the form as shown in **Exhibit E**.

1.14 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in **Exhibit B** hereto.

1.15 “Notice Commencement Date” means the date of the first-mailing of the Short Notice by the Claims Administrator, which shall be no later than 30 days from entry of the Preliminary Approval Order.

1.16 “Notice Completion Date” means the date by which the Claims Administrator must complete the process of sending the Short Notice to all Settlement Class Members, which shall be no later than 60 days from entry of the Preliminary Approval Order.

1.17 “Objection Date” means the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective. The Objection Date is 60 days after the Notice Commencement Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.18 “Opt-Out Date” means the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The Opt-Out Date is 60 days after the Notice Commencement Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

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

1.20 “Plaintiff” or “Class Representative” means Amy Crull.

1.21 “Plaintiff’s Counsel” means Raina C. Borrelli of Strauss Borrelli PLLC.

1.22 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class, substantially in the form as shown in **Exhibit D** hereto.

1.23 “Private Information” means, but is not limited to, credit card, bank account and Social Security Numbers, passports and licenses, logins and passwords to work-related accounts, home addresses, email addresses, and phone numbers, donor contact information, club membership information, and other documents of a confidential and sensitive nature. Private Information also includes any other types of personally identifiable information collected or maintained by UST leading to notification regarding the Data Incident.

1.24 “Related Entities” means University of St. Thomas (“UST”) and its respective past or present subsidiaries, divisions, and related or affiliated entities, and each of its and their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and

reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in this Action, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.25 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; violations of any Texas and similar state consumer protection statutes including but not limited to the California Consumer Privacy Act and California Unfair Competition Law; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the

Data Incident. Released Claims shall not include the right of any Settlement Class Member, Class Counsel, or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.26 “Released Persons” means UST and the Related Entities.

1.27 “Sensitive Personal Information” means employment files and records, reports of professional or criminal misconduct, settlement agreements or other information related to legal proceedings, and disciplinary records.

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

1.29 “Settlement Class” means “All individuals residing in the United States whose Personal Information was potentially compromised in the University of St. Thomas Data Incident which occurred between July 25, 2025 and August 12, 2025, and were sent a Notice Letter.” The Settlement Class specifically excludes: (i) Defendant, the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) 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.

1.30 “Settlement Class Counsel,” and/or “Class Counsel” means Raina C. Borrelli of Strauss Borrelli PLLC.

1.31 “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.1 “Settlement Website” means the website described in ¶ 3.2(c).

1.2 “Settling Parties” means, collectively, UST and Plaintiff, individually and on behalf of the Settlement Class.

1.3 “Short Notice” means the content of the mailed notice to the proposed Settlement Class Members, substantially in the form as shown in **Exhibit A** attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing (as defined below).

1.4 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, 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 as follows:

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

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.5 “United States” as used in this Settlement Agreement includes all 50 states, the District of Columbia and all territories.

1.6 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process described in ¶ 2.4.

2. Settlement Benefits

The Settlement shall be administered on a wholly claims-made basis, and to receive any relief, Settlement Class Members must submit a valid and timely claim to the Settlement Administrator.

2.1 Settlement Benefits:

2.1.1 Reimbursement for Documented Out-of-Pocket Losses. All Settlement Class Members may submit a claim for unreimbursed out-of-pocket expenses fairly traceable to the Data Incident upon submission of a claim form and supporting documentation for out-of-pocket costs or expenditures that a class member actually

incurred between July 25, 2025 and the Claims Deadline and which has not already been reimbursed by a third party or other source, as follows:

- a. Ordinary Losses: Up to \$500 per person with third-party documentation.

Ordinary Losses would include, without limitation and by way of example: professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the Claims Deadline; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

- b. Extraordinary Losses: Up to \$4,500 per person with third-party documentation, if: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Incident; (iii) the loss from fraud or identity theft was incurred after the date of the Data Incident; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

- c. Losses Related to Sensitive Personal Information: All Settlement Class Members who experienced a disclosure of their Sensitive Personal Information²

² Sensitive Personal Information includes employment files and records, reports of professional or criminal misconduct, settlement agreements or other information related to legal proceedings, and disciplinary records.

can claim a \$100 cash payment upon submission of third-party documentation (not self-prepared) supporting the assertion that such a disclosure was more likely than not caused by the Data Incident.

- d. Settlement Class Members with Documented Out-of-Pocket Losses must submit plausible documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient, but can be considered to add clarity or support other submitted documentation.

2.1.2 Credit Monitoring. Settlement Class Members shall have the ability to make a claim for three years of credit monitoring and identity theft protection services with one bureau, which shall include at least \$1,000,000 in identity theft protection insurance. UST will pay for the credit monitoring services separate and apart from other settlement benefits.

2.1.3 Alternative Cash Payment. All Settlement Class Members may, in lieu of making a claim for Documented Out-of-Pocket Losses or Credit Monitoring, elect to receive a \$50 cash payment. Settlement Class Members electing the Alternative Cash Payment are not eligible to claim reimbursement for Documented Out-of-Pocket Losses or Credit Monitoring.

2.1.4 Settlement Class Members seeking benefits under ¶ 2 must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before the 90th day after the entry of the Preliminary Approval Order as set forth in ¶ 3.2(d) (the “Claims Deadline”). The notice to the Settlement Class will specify this deadline and other relevant dates

described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall not be required. Failure to provide supporting documentation for Documented Out-of-Pocket Losses referenced above, as requested on the Claim Form, shall result in denial of a claim.

2.2 Limitation on Reimbursable Expenses. Nothing in this Settlement Agreement shall be construed as requiring UST to provide, and UST shall not be required to provide, for a double payment for the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

2.3 Information Security Improvements. UST has agreed to provide sufficient documentation to demonstrate that it either has implemented or will implement various security related measures. Costs associated with these information security improvements will be paid by UST separate and apart from other settlement benefits.

2.4 Dispute Resolution for Claims.

2.4.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably

require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses.

2.4.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request additional information (“Claim Supplementation”) and give the claimant 21 days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within 30 days of receipt of such Claim Form or 30 days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the 21 day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 21 day deadline in which to comply; however, in no event shall the deadline be extended to later than six months from the Effective Date. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

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

2.5 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶¶ 3.1 and 3.2, Costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, and the costs of dispute resolution described in ¶ 2.4, shall be paid by UST.

2.6 Settlement Class Certification. The Settling Parties agree, for purposes of this Settlement only, to the certification of the Settlement Class. If the Settlement set forth in this Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

3. Order of Preliminary Approval and Publishing of Notice of Final Fairness Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement, Class Counsel and counsel for UST shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a mutually agreeable Preliminary Approval Order requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.6;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Raina C. Borrelli of Strauss Borrelli PLLC as Class Counsel;
- d) appointment of Plaintiff as Class Representative;

- e) approval of a customary form of Short Notice to be mailed by first-class United States Postal Service (“USPS”) mail to Settlement Class Members in a form substantially similar to **Exhibit A**, attached hereto.
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit B**, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties’ respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the Settlement, the Claims Process and instructions for making claims to the extent contemplated herein, the requested attorneys’ fees, and the date, time and place of the Final Fairness Hearing;
- g) approval of the Claim Form to be available on the Settlement Website for submitting claims and available in .pdf format on the Settlement Website for or if specifically requested by the Settlement Class Member, in a form substantially similar to **Exhibit C**, attached hereto; and
- h) appointment of Simpluris as the Claims Administrator.

3.2 UST shall pay for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Any attorneys’ fees, costs, and expenses of Class Counsel, and a service award to the Class Representative, as approved by the Court, shall be paid by UST as set forth in ¶ 7 below. Notice shall be provided to Settlement Class Members by the Claims Administrator as follows:

- a) *Class Member Information:* Within 14 days of entry of the Preliminary Approval Order, UST shall provide the Claims Administrator with the name and mailing

address, if available, of each Settlement Class Member (collectively, “Class Member Information”) that UST and/or the Released Entities possess. UST will provide the most current Class Member Information for all Settlement Class Members as such information is contained in its or the Released Entities’ records.

- b) The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided in this Agreement, or to provide all data and information in its possession to the Settling Parties upon request, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.
- c) *Settlement Website:* Prior to the dissemination of the Short Notice, the Claims Administrator shall establish the Settlement Website, that will inform Settlement Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Agreement; (v) the operative Class Action Petition filed in the Action; (vi) Class Counsel’s application for attorneys’ fees and expenses and service awards for the Class Representatives; and (viii) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form, and supporting documentation,

electronically. The Settlement Website shall be deactivated 90 days after the Effective Date.

d) *Short Notice:* Within 30 days of entry of the Preliminary Approval Order (Notice Commencement Date) and to be substantially completed not later than 60 days after entry of the Preliminary Approval Order (Notice Completion Date), subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class members as follows:

- via postcard to the postal address provided to UST and/or the Released Entities by the Settlement Class Members. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Settlement Class Members through the USPS National Change of Address database to update any change of address on file with the USPS within 30 days of entry of the Preliminary Approval Order;
- in the event that a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is not valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven days of receiving the returned Short Notice;
- in the event that subsequent to the first mailing of a Short Notice, and at least 14 days prior to the Opt-Out Date and the Objection Date, a Short Notice is returned to the Claims Administrator by the

USPS because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to Sender" and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven days of receiving such information. This shall be the final requirement for mailing.

- e) Publishing, on or before the date of mailing the Short Notice, the Claim Form and the Long Notice on the Settlement Website as specified in the Preliminary Approval Order, and maintaining and updating the Settlement Website throughout the claim period;
- f) The Claims Administrator also will provide copies of the Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request to Settlement Class Members; and
- g) Contemporaneously with seeking Final approval of the Settlement, Class Counsel and UST shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

3.3 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval.

The notice program shall commence within 30 days after entry of the Preliminary Approval Order and shall be completed within 60 days after entry of the Preliminary Approval Order.

3.4 Class Counsel and UST's counsel shall request that after notice is completed and after the expiration of the Claims Deadline, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein. Settlement Class Counsel shall file their Motion for Final Approval of this Settlement at least 21 days prior to the date of the Final Fairness Hearing. Contemporaneous with seeking final approval of the Settlement, Settlement Class Counsel shall cause to be filed with the Court a declaration from the Settlement Administrator with respect to the Notice program and Claims process.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must (i) state the Settlement Class Member's full name, current mailing address, and signature; and (ii) clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than 60 days after the Notice Commencement Date.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any cash benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that within 10 days after the Opt-Out Date as approved by the Court, there have been more than 100 timely and valid Opt-Outs (exclusions) submitted, UST may, by notifying Class Counsel and the Court in writing, void this Settlement Agreement. If UST voids the Settlement Agreement pursuant to this paragraph, UST shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and the service award 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.

4.4 Mass or class-opt outs (i.e. Opt-Outs submitted as a group or for more than one Settlement Class Member) will not be considered valid.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three years.

To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court and contain the case name and docket number *Crull v. University of St. Thomas*, Cause No. 2025-83309, no later than 60 days from the Notice Commencement Date, and served concurrently therewith upon Class Counsel, Raina C. Borrelli of Strauss Borrelli PLLC at 980 N. Michigan Ave., Suite 1610, Chicago, Illinois, 60611 and counsel for UST, Michelle Gomez, Baker & Hostetler, LLP, 811 Main St., Suite 1100, Houston, TX 77002.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 or ¶ 7.1 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 exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1 or ¶ 7.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Texas Rules of Appellate Procedure and not through a collateral attack.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member (who has not timely and validly excluded himself or herself from the Settlement), including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Persons from any and all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member (who has not timely and validly excluded himself or herself from the Settlement), including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the

general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

6.2 Nothing in this ¶ 6 shall preclude any action to enforce the terms of this Settlement Agreement by Plaintiff, Settlement Class Members, Class Counsel, and/or UST.

7. Class Counsel's Attorneys' Fees, Costs, and Expenses; Service Awards to Class Representative

7.1 The Parties did not discuss the payment of attorney's fees, costs, expenses and/or service award to the Class Representative until after the substantive terms of the Settlement Agreement had been agreed upon. UST and Class Counsel then negotiated and agreed that UST shall pay any attorney's fees, costs, expenses, and service award to Class Representative, as follows:

- a) UST has agreed to not object to a request by Class Counsel for attorneys' fees, inclusive of any costs and expenses of the Action, subject to Court approval, in an amount not to exceed \$240,000. Class Counsel in their sole discretion shall allocate and distribute any amount of attorney's fees, costs, and expenses awarded by the Court amongst Plaintiff's counsel.
- b) Subject to Court approval, UST has agreed not to object to a request for a service award in the amount of \$4,000 to the named Plaintiff.
- c) Class Counsel shall move for any award of attorneys' fees, costs, expenses, and service awards no later than 15 days prior to the Opt-Out and Objection Deadlines.

7.2 If awarded by the Court, UST shall pay the attorneys' fees, costs, expenses, and service award within 30 days after the Effective Date and (i) receipt of correct and complete

payment instructions, (ii) name and contact information to verbally confirm payment instructions, and (iii) current W-9 (within the last 12 months) for the payee. Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Plaintiff's Counsel and service awards to Plaintiff.

7.3 The amount(s) of any award of attorneys' fees and expenses or Class Representatives service awards will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Class Representatives shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2.1. Class Counsel and UST shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation to the extent necessary to resolve claims administration issues. The Claims Administrator's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth in ¶ 2.5. All claims agreed to be paid in full by UST shall be deemed a Valid Claim.

8.2 Checks for Valid Claims shall be mailed and postmarked within 60 days of the Effective Date, or within 30 days of the date that the claim is approved, whichever is later.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the

Court, or otherwise expressly allowed by law or the Settling Parties' written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, UST, Released Persons, Class Counsel, Plaintiff, Plaintiff counsel, and/or UST's counsel based on distributions of benefits to Settlement Class Members.

8.5 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, Class Counsel, and counsel for UST.

8.6 Any amounts owed to the Settlement Administrator shall not be due until entry of either a Preliminary Approval Order (for startup costs including the cost of Notice) or entry of a Final Approval Order (for all remaining costs and expenses of administration, including approved claims) and receipt by Defendant of all necessary payment information such as payment instructions, W-9, and verbal verification of payment instructions.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 3.1;
- b) UST has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3;

- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.11.

9.2 If all conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.4 unless Class Counsel and counsel for UST mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to UST's counsel a complete list of all timely and valid requests for exclusion.

9.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 6.1, 6.2, and 6.3 above are not approved by the Court or the Settlement set forth in the Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the 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*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal of any appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, UST shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and

Claims Administration, 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.

10. Miscellaneous Provisions

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement; and (iii) agree to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Action , except as set forth in the Settlement Agreement.

10.3 Neither the Settlement Agreement, nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative

proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action related to the Data Incident that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 The Settlement Agreement contains the entire understanding between UST and Plaintiff regarding the payment of the UST Action and supersedes all previous negotiations, agreements, commitments, understandings, and writings between UST and Plaintiff in connection with the payment of the UST Action. Except as otherwise provided herein, each party shall bear its own costs. This Agreement supersedes all previous agreements made between UST and Plaintiff. Any agreements reached between UST, Plaintiff, and any third party, are expressly excluded from this provision.

10.6 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and the Parties also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement and its implementing documents (including all Exhibits to this Settlement Agreement) on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

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

10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

10.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.11 As used herein, "he" means "he, she, or it;" "his" means "his, hers, or its," and "him" means "him, her, or it."

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

10.13 Cashing a Settlement check is a condition precedent to any Settlement Class Member's right to receive monetary Settlement benefits. All settlement checks shall be void 90 days after issuance and shall bear the language: "This check must be cashed within 90 days, after which time it is void." If a check becomes void, the Settlement Class Member shall have 30 days after the Effective Date to request re-issuance by the Claims Administrator.

10.14 If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and UST shall

have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 or any other type of monetary relief. The same provisions shall apply to any re-issued check.

10.15 All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

AGREED TO BY:

By: /s/ Amy Crull
Plaintiff Amy Crull

By: /s/ [Signature]
Defendant University of St. Thomas

By: /s/ Raina Borrelli
Raina C. Borrelli*
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