

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is made by and between (1) Settlement Class Representatives (as defined in Paragraph 23), for themselves and on behalf of the Participating Settlement Class Members (as defined in Paragraph 17) (together “Plaintiffs”), and (2) Stephens Institute d/b/a Academy of Art University (“Defendant” or “AAU”) (collectively the “Parties”). This Agreement fully and finally compromises and settles any and all claims that are, were, or could have been asserted in the litigation styled *Matthew Pagoaga, et al., v. Stephens Institute d/b/a Academy of Art University*, Case No. CGC 16-551952 (Superior Court of the State of California, County of San Francisco).

I. RECITALS

A. In April 2016, AAU announced that it suffered a security incident after one of its employees sent the 2015 Internal Revenue Service Wage and Tax Statements (W-2 Forms) of 3,374 current and former AAU employees to an unauthorized third party.

B. On May 11, 2016, Plaintiff Matthew Pagoaga, on behalf of himself and all others similarly situated, filed a class action lawsuit asserting various statutory and common law claims against AAU relating to the security incident.

C. On January 3, 2017, AAU filed a cross-complaint for damages and indemnity against NaviSite, LLC, a cybersecurity provider with whom AAU contracted.

D. An additional civil action addressing the same security incident, *Jones v. Academy of Art University Foundation* (erroneously named), was filed against AAU by separate counsel on October 18, 2016, in San Francisco Superior Court, Case No. CGC-16-554902. Counsel for Jones subsequently dismissed the matter without prejudice on January 19, 2017, and Mr. Jones joined the Action via a First Amended Complaint, which was filed on January 20, 2017.

E. On April 25, 2017, Plaintiffs, AAU and NaviSite, LLC, participated in a joint mediation session with mediator Cathy Yanni of JAMS ADR, and thereafter engaged in continued settlement negotiations.

F. On July 7, 2017, Plaintiffs and AAU reached an agreement in principle on a proposed settlement for the Action. The Parties filed a joint notice of settlement requesting vacatur of deadlines associated with a contested class certification motion.

G. On July 11, 2017, the Court issued a scheduling order vacating the pending class certification deadlines and ordering that not later than August 7, 2017, the parties must file either (a) a motion for preliminary approval of class action settlement, or (b) a status statement noting when the motion will be filed and providing a brief explanation for the delay. The parties subsequently requested until August 21, 2017 to submit preliminary approval filings.

H. The Parties now agree to settle the Action in its entirety and intend this Agreement to bind AAU and all Participating Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, it is hereby stipulated and agreed by the Parties that the Action be settled subject to Court approval, on the following terms and conditions:

II. DEFINITIONS

In addition to the terms defined at various points within this Agreement, the following defined terms apply throughout this Agreement:

1. “Action” means the litigation styled *Matthew Pagoaga, et al., v. Stephens Institute d/b/a Academy of Art University*, Case No. CGC 16-551952 (San Francisco Superior Court).

2. “Claim” or “Claim Form” means the form Settlement Class Members must submit to be eligible for reimbursement of Out-of-Pocket Losses and for Credit Monitoring Services under the terms of the Settlement, the proposed forms of which are attached hereto as Exhibit 2.

3. “Claims Deadline” means 90 days after the Notice Deadline.

4. “Class Counsel” means Norman E. Siegel, J. Austin Moore, and Daniel C. Girard, as well as their respective firms, Stueve Siegel Hanson LLP and Girard Gibbs LLP.

5. “Court” means the Superior Court of the State of California, County of San Francisco.

6. “Credit Monitoring Services” means “3B Credit Plus” credit monitoring services offered by Experian Information Solutions, Inc. (Experian).

7. “E-mail Security Incident” means the security incident announced by AAU in April 2016.

8. “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section X.

9. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Fairness Hearing, which finally approves the Settlement Agreement and dismisses AAU with prejudice and without material change to the Parties’ agreed-upon proposed final approval order and judgment.

10. “Final Fairness Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement Agreement and whether to issue the Final Approval Order and Judgment.

11. “Notice” means notice of the proposed class action settlement to be provided to Settlement Class members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement, substantially in the form attached hereto as Exhibit 1.

12. “Notice Deadline” means 30 days after Preliminary Approval.

13. “Notice Plan” means the settlement notice program developed by the Parties and Settlement Administrator and submitted as an exhibit to Plaintiffs’ motion for preliminary approval of the settlement, as approved by the Court.

14. “Objection Deadline” means 60 days after the Notice Deadline.

15. “Opt-Out Deadline” means 60 days after the Notice Deadline.

16. “Out-of-Pocket Losses” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the E-mail Security Incident, and that have not already been reimbursed by AAU or another party, as set forth in Section IV. Out-of-Pocket Losses may include, without limitation, the following: unreimbursed fraud losses or charges; professional fees incurred in connection with identity theft or falsified tax returns; credit freezes; credit monitoring that was purchased on or after April 5, 2016 through the date on which the credit monitoring services become available through this Settlement Agreement; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. “Fairly traceable” shall be interpreted consistent with the guidelines set forth in Paragraph 34.

17. “Participating Settlement Class Members” means all Settlement Class Members who did not timely opt-out of the settlement through a valid opt-out form.

18. “Personal Information” means names, dates of birth, Social Security numbers, addresses, employment information, and other information contained in Internal Revenue Service Wage and Tax Statements (W-2 Forms) that were accessed without authorization as a result of the E-mail Security Incident.

19. “Preliminary Approval Order” means an order by the Court that preliminarily certifies a Settlement Class, approves this Agreement, including but not limited to the forms and procedure for providing notice to the Settlement Class, establishes a procedure for Settlement Class Members to object to or opt-out of the Settlement, and sets a date for the Final Fairness Hearing, without material change to the Parties’ agreed-upon proposed preliminary approval order attached as an exhibit to Plaintiffs’ motion for preliminary approval of the Settlement and any related filings.

20. “Service Award Payments” means compensation awarded and paid to Settlement Class Representatives in recognition of their role in this litigation, as set forth in Paragraph 63.

21. “Settlement Administrator” means the settlement administration company Angeion Group.

22. “Settlement Class Members” or “Class Members” means “All current and former employees whose Personal Information was compromised as a result of the e-mail security incident announced by Stephens Institute d/b/a Academy of Art University in April 2016.” Excluded from the Settlement Class is AAU, including any entity in which AAU has a controlling interest, is a parent or subsidiary, or which is controlled by AAU, as well as the officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns of AAU. Also excluded are the judges and court personnel in this case and any members of their immediate families.

23. “Settlement Class Representatives” mean named plaintiffs Matthew Pagoaga and Anthony Jones.

24. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following Preliminary Approval, but prior to the commencement of the Notice Plan, as a means for Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the order preliminarily approving this Settlement, the Claim Form, the Complaint and such other documents as Class Counsel and AAU agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website at least until the Effective Date. The URL of the Settlement Website shall be agreed upon by Class Counsel and AAU. Settlement Class Members shall also be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least 30 days after the Tail Deadline.

25. “Tail Deadline” means 640 days after the Claims Deadline.

III. SETTLEMENT CONSIDERATION

In exchange for Settlement Class Representatives’ and Participating Settlement Class Members’ release of claims as set forth in Section IX, AAU will provide the following relief as part of the Settlement:

26. **Reimbursement of Out-of-Pocket Losses.** Class Counsel and AAU, in conjunction with the Settlement Administrator, will create a claims process by which Settlement Class Members can receive reimbursement for documented Out-of-Pocket Losses as set forth in Section IV. Participating Settlement Class Members are eligible to submit claims for reimbursement of Out-of-Pocket Losses incurred both before and after the Claims Deadline as set forth in Section IV.

27. **Credit Monitoring Services.** AAU will make Credit Monitoring Services available to all Settlement Class Members at no cost for a period of two (2) years after enrollment as set forth in Section V.

28. **Injunctive Relief.** AAU agrees to have and maintain certain data security measures for a period of three (3) years following the Effective Date as set forth in Section VI.

29. **Additional Relief.** AAU will separately pay the costs of administration of the Settlement and class notice, reasonable attorneys' fees, costs and expenses, and Service Awards Payments for the Settlement Class Representatives as set forth in Sections IX and XII.

IV. CLAIMS PROCESS

30. **Reimbursement for Out-of-Pocket Losses.** Participating Settlement Class Members with Out-of-Pocket Losses can receive reimbursement up to (i) \$1,000 per individual for Out-of-Pocket Losses not including the purchase of professional services; and in addition, (ii) \$2,500 per individual for Out-of-Pocket Losses consisting only of the purchase of professional services, including accountant and attorneys' fees; with recovery under subsections (i) and (ii) of this Paragraph subject to an aggregate cap of \$2,500 per individual. For example, if a claimant claims \$500 in Out-of-Pocket Losses for professional services, the claimant will be eligible to claim up to \$1,000 for Out-of-Pocket Losses not including the purchase of professional services. If a claimant claims \$2,000 for Out-of-Pocket Losses attributable to professional services, the claimant will be eligible to claim up to \$500 for Out-of-Pocket Losses not including the purchase of professional services. Claims are to be made by submitting a Claim Form with supporting documentation (as set forth in the Claim Form) on or before the Claims Deadline, subject to the Maximum Amount Payable limitation under Paragraph 31.

31. **Maximum Amount Payable.** The maximum total amount payable under the claims process is \$250,000. To the extent the aggregate amount of Out-of-Pocket Losses claimed as of the Claims Deadline and found to be valid exceeds \$250,000, the cash benefit to each Participating Settlement Class Member with a valid claim as of the Claims Deadline shall be reduced and distributed by the Settlement Administrator on a *pro rata* basis. If the maximum amount payable under this Paragraph is reached as of the Claims Deadline, the claims process will be complete.

32. **Reimbursement for Out-of-Pocket Losses Incurred After the Claims Deadline.** If the maximum amount payable under Paragraph 31 has not been reached as of the Claims Deadline, Participating Settlement Class Members with Out-of-Pocket Losses incurred after the Claims Deadline can receive reimbursement up to (i) \$1,000 per individual for Out-of-Pocket Losses not including the purchase of professional services; and in addition, (ii) \$2,500 per individual for Out-of-Pocket Losses consisting only of the purchase of professional services, including accountant and attorneys' fees; with recovery under subsections (i) and (ii) of this Paragraph subject to an aggregate cap of \$2,500 per individual by submitting a Claim Form with supporting documentation (as set forth in the Claim Form) on or before the Tail Deadline so long as the Participating Settlement Class Member submitted a claim electing to receive the Credit Monitoring Services offered as part of this Settlement on or before the Claims Deadline as set

forth in Section V, and provides an attestation that he or she has not obtained reimbursement for the claimed expense through other means. Participating Settlement Class Members can make a claim during both the period before the Claims Deadline and the period before the Tail Deadline, but the claimant's combined claims will be subject to the individual aggregate caps set forth in Paragraph 30.

33. Claims for Participating Settlement Class Members with Out-of-Pocket Losses incurred after the Claims Deadline can access and submit the post-deadline Claim Form at the Settlement Website, or request a hard copy of the post-deadline Claim Form from the Settlement Administrator that can be filled out and return by mail. Claims for Participating Settlement Class Members with Out-of-Pocket Losses incurred after the Claims Deadline will be paid on a first-come-first-serve basis until the maximum amount payable under the claims process is exhausted or the Tail Deadline, whichever occurs first.

34. The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member and shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Losses reflects valid Out-of-Pocket Losses actually incurred that are fairly traceable to the E-mail Security Incident. In assessing what qualifies as "fairly traceable," the parties agree to instruct the Settlement Administrator to consider the (i) timing of the loss including whether it incurred after the breach, and (ii) the nature of the loss including whether mitigation costs were reasonably incurred and/or whether the information used to commit identity theft or fraud consisted of the same information that was compromised in the breach. Costs expended for credit monitoring services, credit freezes, and professional services incurred to address identity theft or fraud after the breach shall be presumed "reasonably incurred." "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement. "Self-prepared" documents can be considered, however, to add clarity or support other submitted documentation. To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses is deficient in whole or part, within ten (10) days of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member thirty (30) days to cure the deficiencies. The notice shall inform the Settlement Class Member that it can either attempt to cure the deficiencies outlined in the notice, or dispute the determination in writing and request an appeal. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. The notice shall inform the Settlement Class Member of its right to dispute the determination in writing and request an appeal within thirty (30) days.

35. If a Settlement Class Member disputes a determination in writing and requests an appeal, the Settlement Administrator shall provide Class Counsel and AAU's Counsel with a copy of the Settlement Class Member's dispute and Claim Form along with all documentation submitted by the Settlement Class Member. Class Counsel and AAU's Counsel (together "Counsel") will confer regarding the claim submission, and Counsel's agreement on approval or denial of the Settlement Class Member's claim, in whole or part, will be final. If Counsel cannot agree on approval or denial of the Settlement Class Member's claim, in whole or part, the dispute will be submitted to a neutral at JAMS ADR with prior experience as a claims referee who will

serve as the claims referee. If the parties are unable to reach agreement on a neutral, they will submit their proposals to the Court, who will have final, non-appealable decision-making authority over the matter. The claim referee's decision will be final and not subject to appeal or further review. Defendant will be responsible for the claim referee's fee.

36. Payments for approved claims for reimbursement for Out-of-Pocket Losses submitted on or before the Claims Deadline shall be issued in the form of a mailed check within 30 days of the Effective Date, excluding claims still subject to the dispute process as set forth in Paragraphs 34-35, in which case such claims shall be paid within 30 days of the final determination of those claims.

37. Payments for approved claims for reimbursement for Out-of-Pocket Losses incurred after the Claims Deadline shall be issued in the form of a mailed check within 30 days of approval or final determination of such claim. All payments made in accordance with this Section shall be issued no later than 30 days after the Tail Deadline.

38. AAU shall coordinate with the Settlement Administrator to ensure sufficient funding is available to make timely payments to Settlement Class Members in conjunction with the deadlines provided for in Paragraphs 36-37.

39. All checks issued to Participating Settlement Class Members pursuant to this Agreement shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. To the extent that a check issued to a Participating Settlement Class Member is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall mail that Participating Settlement Class Member a postcard reminding him/her of the deadline to cash such check and providing information as to how to obtain a reissued check in the event the check was lost, stolen or misplaced. Any replacement checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time. Any funds still not negotiated following this process shall be forwarded, in the name of the Participating Settlement Class Member, to the unclaimed property division of that Participating Settlement Class Member's home state, for further handling on behalf of the Participating Settlement Class Member. Participating Settlement Class Members who, for any reason, do not negotiate their check[s] in a timely manner shall remain subject to the terms of the Final Judgment.

V. CREDIT MONITORING SERVICES

40. **Credit Monitoring Services.** All Participating Settlement Class Members are eligible to enroll in two (2) years of Credit Monitoring Services by submitting a valid Claim Form on or before the Claims Deadline and electing to enroll, regardless of whether the Participating Settlement Class Member submits a claim for documented Out-of-Pocket Losses. The features included with Experian's "3B Credit Plus" credit monitoring services include:

- a. Daily credit monitoring of the Settlement Class Members' credit file at all three (3) major credit reporting agencies (Experian, Equifax & TransUnion);

- b. An Experian Credit Report upon enrollment;
- c. A subsequent, updated Experian credit report available at the Settlement Class Members' election as often as daily (online);
- d. Identity theft insurance offered through AIG, which covers certain identity theft related expenses incurred by Settlement Class Members up to a limit of \$1 million;
- e. Internet surveillance, which includes monitoring of the "dark web" for Settlement Class Members' personal information;
- f. Identity validation monitoring and alerts to notify Settlement Class Members in the event their identity has been verified across the Experian identity network; and
- g. Identity restoration services that provide professional fraud resolution assistance to Settlement Class Members who experience identity theft or fraud, helping them with identity recovery and restoration.

41. **Identity Restoration Services.** Those Participating Settlement Class Members who do not submit a Claim Form or otherwise elect to enroll in the Credit Monitoring Services will still be able to take advantage of identity restoration services offered through Experian. Experian shall provide identity restoration services to all Participating Settlement Class Members (whether or not they make any other claim), for a period of two (2) years from the Effective Date. Identity restoration services provide for professional fraud resolution assistance by a U.S. based fraud resolution agent who assists Participating Settlement Class Members who experience identity theft or fraud with the steps to identity recovery and restoration. The costs of providing the Credit Monitoring Services and identity restoration services shall be paid by AAU separate from any additional benefits offered under this Settlement.

42. The Settlement Administrator shall send to each valid Credit Monitoring Services claimant, via e-mail, or for claimants who do not provide an e-mail address by U.S. Mail, an activation code to be used to activate Credit Monitoring Services via the website of Experian within 30 days of the Effective Date. Valid Credit Monitoring Services claimants may activate Credit Monitoring Services for a period of one (1) year from the date the Settlement Administrator sends the activation code. Experian shall provide Credit Monitoring Services to all valid claimants who timely activate those services for two years from the date of activation.

VI. CONTRACTUAL BUSINESS PRACTICE COMMITMENTS

43. **Contractual Business Practice Commitments.** AAU agrees to have and maintain the following contractually-obligated business practice commitments for a period of three (3) years following the Effective Date:

- a. **Technical Security Barriers.** AAU shall have and maintain technical security barriers specifically designed to reduce the flow of unwanted outside e-mails, including Mimecast Advanced Threat Protection – URL Protect (which protects against email threats that contain URLs); Mimecast Advanced Threat Protection – Impersonation Protect (which protects against email threats that do not contain attachments or URLs); and Office 365 malware filters, spam filters, and outbound spam filters (which utilizes Domain-based Message Authentication, Reporting and Conformance (DMARC) in conjunction with Sender Policy Framework (SPF) and DomainKeys Identified Mail (DKIM) to authenticate mail senders, which provides additional protection against spoofing and phishing email).
- b. **Employee Training.** AAU shall have and implement an employee cybersecurity training program that trains and educates employees responsible for handling payroll and compensation data on maintaining the confidentiality of such information, and helping them recognize scams aimed at gaining unauthorized access to such information, including “phishing” and “spoofing” scams. The cybersecurity training shall be delivered on an annual basis, and will also be included in the onboarding process for new employees responsible for handling payroll and compensation data.

44. AAU will provide to Class Counsel documentation evidencing the business practice commitments set forth above within 30 days of the Effective Date. Such documentation shall be treated as confidential and cannot be used for any purpose other than enforcement of this Settlement Agreement as set forth in the remainder of this Paragraph. If at any time during three years from the Effective Date Plaintiffs’ counsel have questions regarding the documentation submitted by AAU or believe that AAU is not complying with its contractual business practice commitments, the Parties are required to meet and confer to discuss the issue. If after meeting and conferring Plaintiffs’ counsel believes that AAU is not adhering to its contractual obligations, Plaintiffs may file a motion with the Court to seek further discovery or enforce the Settlement Agreement. The Court will retain jurisdiction to enforce this Settlement Agreement for three years from the Effective Date.

VII. PRELIMINARY APPROVAL

45. Upon the execution of this Agreement, Class Counsel will promptly file a motion for preliminary approval of the Settlement with the Court. Contemporaneously with or as part of that motion, Settlement Class Representatives and Class Counsel will move for certification of the Settlement Class for purposes of settlement only, and AAU will stipulate to class certification for purposes of settlement only. The Parties agree that if the court does not grant either preliminary approval or final approval of this Settlement, or if AAU elects to exercise its option to declare the Agreement void as set forth in Section X, the Stipulation regarding class certification will be void and of no further force or effect.

46. Class Counsel shall apply to the Court for entry of the Preliminary Approval Order. The Preliminary Approval Order shall include approval of the form of notice provided to Settlement Class Members.

VIII. CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

47. The Settlement Administrator is responsible for distributing and disseminating the Notice in accordance with the Notice Plan.

48. AAU shall provide the Settlement Administrator with the names, last known mailing address, and last known e-mail addresses of Settlement Class Members, to the extent reasonably available, no later than seven (7) days after the date on which the Court enters the Preliminary Approval Order. The Settlement Administrator shall mail the Court-approved notice to Settlement Class Members no later than 21 days after the date on which the Court enters the Preliminary Approval Order.

49. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a written request for exclusion to the Settlement Administrator postmarked no later than sixty (60) calendar days after the Notice Deadline. The request for exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice will also state that any Settlement Class Member who does not file a timely and adequate request for exclusion in accordance with this Paragraph will lose the opportunity to exclude herself from the Settlement and will be bound by the Settlement.

50. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by submitting written objections to the Settlement Administrator postmarked no later than sixty (60) calendar days after the Notice Deadline. The written objection must include the name of the proceeding, the objector’s full name, current address, personal signature, a statement of grounds for the objection, the identity of any attorneys representing the objector, and the signature of the objector or the objector’s attorney. The Notice must set forth the time and place of the Final Fairness Hearing that the objector may choose to attend. The Notice will also state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Fairness Hearing and shall be forever barred from making any objection to the Settlement.

51. The Parties agree that neither they nor their counsel will solicit or otherwise encourage directly or indirectly Settlement Class Members to request exclusion from the Class, object to the Settlement, or appeal the Final Judgment.

IX. DUTIES OF THE SETTLEMENT ADMINISTRATOR

52. The Settlement Administrator shall perform the functions as specified in this Agreement, including, but not limited to, overseeing administration of the Claims Process; providing Notice to Settlement Class Members via U.S. mail and e-mail; establishing and operating the Settlement Website and a toll-free number; administering the claims processes; and distributing Credit Monitoring Services and payments for Out-Of-Pocket Losses according to the processes and criteria set forth herein.

53. The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement and Notice Plan, include:

- a. Obtaining from AAU, pursuant to Paragraph 48, the names, last known mailing addresses, and last known e-mail addresses, to the extent reasonably available, of Settlement Class Members for the purpose of sending Notice to Settlement Class Members;
- b. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members, pursuant to criteria set forth in Section IV;
- c. Establishing and maintaining a post office box for mailed written notifications of exclusion from the Settlement Class;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- f. Responding to any mailed Settlement Class Member inquiries;
- g. Processing all objections and requests for exclusion from the Settlement Class;
- h. Providing weekly reports and, no later than seven (7) days after the Opt-Out Deadline, a final report to Counsel, that summarizes the number of written notifications of exclusion received that week, the total number of written notifications of exclusion received to date, and other pertinent information as requested by Counsel;
- i. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of the Notice Plan in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class;

- j. Reviewing, determining the validity of, and responding to all Claims submitted by Settlement Class Members;
- k. After the Effective Date, processing and transmitting distributions to Settlement Class Members;
- l. Providing weekly reports and a final report to Counsel that summarize the number of Claims since the prior reporting period, the total number of Claims received to date, the number of any Claims approved and denied since the prior reporting period, the total number of Claims approved and denied to date, and other pertinent information as requested by Counsel; and
- m. Performing any function related to Settlement administration at the agreed-upon instruction of Counsel, including, but not limited to, verifying that cash payments have been distributed.

54. AAU shall be responsible for payment to the Settlement Administrator. Such costs shall be borne by and paid separately by AAU.

X. EFFECTIVE DATE AND TERMINATION

55. The Effective Date of the Settlement shall be the first business day after all of the following conditions have occurred:

- a. AAU and Class Counsel execute this Settlement Agreement;
- b. The Court enters the Preliminary Approval Order, without material change to the Parties' agreed-upon proposed preliminary approval order attached as an exhibit to plaintiff's motion for preliminary approval of the settlement;
- c. Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;
- d. The Court enters the Final Approval Order and Judgment, without material change to the Parties' agreed-upon proposed final approval order and judgment; and
- e. The Final Approval Order and Judgment has become final because (i) the time for appeal, petition, rehearing or other review has expired, or (ii) if any appeal, petition, request for rehearing or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired.

56. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, costs, and expenses in the amounts that Class Counsel requests. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue on appeal being the fee request awarded to Class Counsel.

57. This Settlement may be terminated by either Class Counsel or AAU by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 14 days (or such longer time as may be agreed between Class Counsel and AAU) after any of the following occurrences:

- a. Class Counsel and AAU agree to termination before the Effective Date;
- b. The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement;
- c. An appellate court reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand;
- d. The Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the Preliminary Approval Order, the proposed Final Approval Order, or the Settlement; or
- e. The Effective Date does not occur.

58. AAU shall have the sole discretion to terminate the Settlement Agreement if a certain percentage of the total number of Settlement Class Members submit valid requests to opt out as separately agreed to by the Parties and submitted to the Court for *in camera* review.

59. In the event of a termination as provided in Paragraphs 57-58, this Agreement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

XI. RELEASES

60. As of the Effective Date, Settlement Class Representatives and AAU absolutely and unconditionally release and discharge each other from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable that have arisen or could arise by and between Settlement Class Representatives and AAU for any reason, except as prohibited by law. With respect to this release, the Settlement Class Representatives and AAU expressly waive all of the

benefits and rights granted to them pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Settlement Class Representatives and AAU certify that they have read and understand all of this Agreement, including the release provisions contained herein and the quoted Civil Code section. The Settlement Class Representatives and AAU hereby expressly agree that this Agreement shall extend and apply to all unknown, unsuspected and unanticipated injuries and damages, as well as those injuries and damages that are now disclosed. This means that Settlement Class Representatives and AAU are waiving (“giving up”) any right to sue even for claims they are not aware of, and even if they have no reason to suspect that claims exist or is not aware of the value of such claims. If the Settlement Class Representatives or AAU later learns that they have claims that existed as of the date they execute this Agreement, they will not be able to sue for them. Nothing in this paragraph shall preclude Settlement Class Representatives from claiming benefits from a class action settlement involving AAU in which they are class members, so long as Settlement Class Representatives are not serving as named plaintiffs or acting in any other representative capacity on behalf of the class.

61. As of the Effective Date, Participating Settlement Class Members other than the Settlement Class Representatives absolutely and unconditionally release and discharge AAU from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the E-mail Security Incident or that were or could have been brought based on the facts of the Complaint.

62. As of the Effective Date, AAU absolutely and unconditionally releases and discharges Settlement Class Members and Class Counsel from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to receipt of reimbursement as a result of the E-mail Security Incident.

XII. ATTORNEYS’ FEES, COSTS, EXPENSES AND SERVICE AWARDS

63. **Service Awards Payments.** Class Counsel will ask the Court to approve, and AAU will not oppose, Service Award Payments not to exceed \$2,500 for the Settlement Class Representatives which are intended to compensate those individuals for their efforts in the litigation and commitment on behalf of the Settlement Class. Any Service Award Payments shall be paid by AAU separate from any additional benefits offered under this Settlement. Neither Class Counsel’s application for, nor any individual’s entitlement to, a Service Award Payment shall be conditioned in any way upon such individual’s support for this Agreement.

64. **Attorneys' Fees, Costs and Expenses.** AAU agrees to pay the reasonable attorneys' fees, costs and expenses of Plaintiffs' counsel in prosecuting this Action. Class Counsel will make an application for such fees, costs and expenses to the Court at least 21 days before the Objection Deadline. AAU reserves the right to oppose or otherwise object to the amount of the fee, cost, or expense request. AAU will only be obligated to pay such fees, costs and expenses as awarded by the Court. The finality or effectiveness of the Settlement will not be dependent on the Court awarding Class Counsel any particular amount on their fee request and shall not alter the Effective Date. Any award of attorneys' fees, costs, and expenses shall be paid by AAU separate from any additional benefits offered under this Settlement.

65. Within seven (7) business days of the later of the Effective Date or a final order approving Class Counsel's fee request after the time for seeking rehearing, appellate or other review of the fee request has expired, AAU shall pay to Class Counsel all Court-approved attorneys' fees, costs, and expenses. In the event that the award of attorneys' fees, costs, and expenses is reduced on appeal, AAU shall only pay the reduced amount of such award. Class Counsel shall timely furnish to AAU any required tax information, account information or necessary forms before the payment is due.

66. The payment of attorneys' fees, costs, and expenses pursuant to Paragraph 64 shall be made through a wired deposit by AAU into the attorney client trust account to be designated by Class Counsel. After the attorneys' fees, costs, and expenses have been deposited into this account, Class Counsel shall be solely responsible for allocating such attorneys' fees, costs, and expenses and distributing each participating firm's allocated share of such attorneys' fees, costs, and expenses to that firm and AAU shall have no responsibility for distribution of attorneys' fees, costs, or expenses among participating firms.

67. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, costs, and expenses in the amounts that Class Counsel requests, the remaining provisions of this Agreement shall remain in full force and effect. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of attorneys' fees, costs, and expenses shall constitute grounds for cancellation or termination of this Agreement.

XIII. NO ADMISSION OF LIABILITY

68. AAU disputes the claims alleged in the Action and does not by this Agreement or otherwise admit any liability or wrongdoing of any kind. AAU has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

69. Class Counsel and Settlement Class Representatives believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood

of success on the merits of the Action. Class Counsel and Settlement Class Representatives have concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

70. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

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

XIV. MISCELLANEOUS

72. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

73. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and AAU.

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

75. **Obligation To Meet And Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

76. **Integration.** This Agreement (along with any Exhibits attached hereto) constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

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

78. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, without regard to the principles thereof regarding choice of law.

79. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through e-mail of an Adobe PDF shall be deemed an original.

80. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

81. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail to:

Norman E. Siegel
J. Austin Moore
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
Kansas City, MO 64112

All notices to AAU provided for herein, shall be sent by overnight mail to:

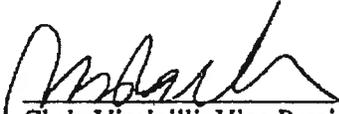
Michael C. Sullivan
Jeffrey P. Michalowski
PAUL, PLEVIN, SULLIVAN & CONNAUGHTON
101 West Broadway, Ninth Floor
San Diego, California 92101-8285

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

82. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

83. **No Construction against Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

STEPHENS INSTITUTE D/B/A ACADEMY OF ART
UNIVERSITY


Chris Visslailli, Vice President of
Human Resources

2/2/18
Date

SETTLEMENT CLASS REPRESENTATIVES


Matthew Pagoaga JAM w/ approval

2/5/18
Date


Anthony Jones JAM w/ approval

2/5/18
Date

Approved as to form and content:


Norman E. Siegel
J. Austin Moore
STUEVE SIEGEL HANSON LLP

Attorneys for Plaintiffs

Date: 2/6/18


Michael C. Sullivan
Jeffrey P. Michalowski
PAUL, PLEVIN, SULLIVAN &
CONNAUGHTON
Attorneys for Defendant

Date: 2/5/18

Exhibit 1

To Settlement Agreement
(Proposed Class Notice)

Notice of Academy of Art University E-mail Security Incident Class Action Settlement

This is a Court approved Legal Notice. This is not an advertisement.

Important Information – Read Carefully.

TO: All current or former employees of Academy of Art University (“AAU”) whose identifying information was disclosed in a security incident announced by AAU in April 2016 (“the E-mail Security Incident”).

This NOTICE is to inform you of a proposed settlement in the class action lawsuit *Matthew Pagoaga, et al., v. Stephens Institute d/b/a Academy of Art University*, Case No. CGC 16-551952 (Superior Court of the State of California, County of San Francisco) and a court hearing regarding that Settlement that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will hold a hearing on [INSERT DATE] to address whether the proposed Settlement should be approved (“Final Approval Hearing”).

If you receive this notice then you are a “Settlement Class Member” because your information was disclosed in the E-mail Security Incident and you may be entitled to reimbursement for out-of-pocket losses and free credit monitoring services under this settlement. The Court still must decide whether to approve the settlement. No payments will be made until after the Court grants final approval of the settlement and all appeals, if any, are resolved.

The settlement relief includes:

- **Reimbursement for Out-of-Pocket Losses:** AAU will reimburse settlement class members for documented out-of-pocket losses fairly traceable to the E-mail Security Incident, up to (i) \$1,000 per individual for out-of-pocket losses not including the purchase of professional services, and in addition, (ii) \$2,500 per individual for out-of-pocket losses consisting only of the purchase of professional services, including accountant and attorneys’ fees. Recovery under subsections (i) and (ii) are subject to an aggregate cap of \$2,500 per individual (“Out-of-Pocket Losses”).
- **Three-Bureau Credit Monitoring Services:** All settlement class members are also eligible to enroll in two (2) years of Experian’s “3B Credit Plus” credit monitoring services at no cost, regardless of whether you submit a claim for Out-of-Pocket Losses. This service includes daily credit monitoring of your credit file at all three major credit reporting agencies (Experian, Equifax, and TransUnion), a \$1 million identity theft insurance policy, identity restoration services, and additional features discussed below (“Credit Monitoring Services”).
- **Identity Restoration Services:** Regardless of whether you make a claim for Out-of-Pocket Losses or Credit Monitoring Services, all Settlement Class Members affected by the E-mail Security Incident will be eligible to take advantage of identity restoration services offered through Experian, including professional fraud resolution assistance to help with identity recovery and restoration in case you experience identity theft or fraud in the future (“Identity Restoration Services”).
- **Business Practices Changes:** AAU has also agreed to make changes to its business practices, including implementing technical security barriers to limit the flow of fraudulent emails and maintaining an employee cybersecurity training program. These measures are intended to increase the security of employees’ personal information stored on AAU’s databases.

Your legal rights may be affected whether you act or do not act. Your options are summarized in this Notice. To review the full Settlement Agreement and other related documents or for more information, visit www.AAUsettlement.com.

Questions? Go to www.AAUsettlement.com or call 1-8xx-xxx-xxxx

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		Deadline
File a claim for out-of-pocket losses	<p>You must make a claim in order to receive reimbursement for Out-Of-Pocket Losses fairly traceable to the E-mail Security Incident. You may claim both Out-of-Pocket Losses and Credit Monitoring Services.</p> <p>For more detailed information, see Questions 7, 11.</p>	<p>Deadline:</p> <p>[Month]</p> <p>[Day],</p> <p>[Year]</p>
File a claim for credit monitoring services	<p>You must make a claim in order to receive the Credit Monitoring Services offered under the settlement.</p> <p>For more detailed information, see Question 8, 11.</p>	<p>Deadline:</p> <p>[Month]</p> <p>[Day],</p> <p>[Year]</p>
Access identity restoration services	<p>You may access Identity Resolution Services using your enrollment number after the settlement becomes final, whether or not you make a claim for Out-of-Pocket Losses or Credit Monitoring Services.</p> <p>For more detailed information, see Question 9.</p>	No deadline
Exclude yourself	<p>You can exclude yourself from the settlement by informing the Settlement Administrator that you want to “opt-out” of the settlement. If the settlement becomes final, this is the only option that allows you to retain your rights to separately sue AAU for claims related to the E-mail Security Incident. If you opt-out, you will not receive any benefits under this Settlement.</p> <p>For more detailed information, see Question 17.</p>	<p>Deadline:</p> <p>[Month]</p> <p>[Day],</p> <p>[Year]</p>
Object	<p>You may object to the settlement by writing to the Settlement Administrator and explaining why you don’t think the settlement, or any part of it, should be approved. If you object, you will remain a settlement class member, and if the settlement is approved, you will be eligible for the benefits of the settlement and give up your right to sue on certain claims described in the Settlement Agreement which is available at www.AAUsettlement.com.</p> <p>For more detailed information, see Question 18.</p>	<p>Deadline:</p> <p>[Month]</p> <p>[Day],</p> <p>[Year]</p>
Do nothing	<p>If you do nothing, you will not be eligible to receive Credit Monitoring Services or reimbursement for Out-Of-Pocket Losses. You will be eligible to access identity restoration services through Experian. If the Settlement becomes final, you will give up your rights to sue separately AAU relating to the E-mail Security Incident.</p>	No deadline

BASIC INFORMATION AND OVERVIEW

1. Why did I get this Notice?

You received this notice because AAU's records reflect that your information was disclosed in the 2016 E-mail Security Incident. A Court authorized this notice because you have a right to know how the proposed settlement may affect your rights. This notice explains the nature of the litigation, the general terms of the proposed settlement and what it may mean to you. This notice also explains the ways you may participate in, or exclude yourself from, the settlement.

2. What is this lawsuit about?

In April 2016, AAU announced that one of its employees was targeted by a "spoofing" scam, and sent the 2015 Internal Revenue Service Wage and Tax Statements (W-2 Forms) of approximately 3,000 current and former AAU employees to an unknown third party. The information contained on the W-2 Forms included employees' full names, addresses and ZIP codes, dates of birth, wages, and Social Security Numbers.

This class action lawsuit was filed by two individuals affected by the breach in the Superior Court of the State of California, County of San Francisco. The judge overseeing the case is the Honorable Curtis E.A. Karnow. The individuals who sued are called the "Plaintiffs." AAU is the "Defendant." The most recent version of the lawsuit, which describes the specific legal claims alleged by the Plaintiffs, is available at www.AAUsettlement.com.

3. Why is this a class action?

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar claims. All of these people together are the "class" or "class members." Because this case is a class action, even persons who did not file their own lawsuit can obtain relief from harm that may have been caused by the E-mail Security Incident, except for those individuals who timely exclude themselves from the settlement class.

4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or AAU. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the settlement class. The "settlement class representatives" appointed to represent the class, and the attorneys for the settlement class ("Class Counsel," see Question 14) believe that the settlement is in the best interests of the settlement class members.

WHO IS PART OF THE SETTLEMENT

5. How do I know if I am part of the settlement?

You are a member of the settlement class and affected by the settlement if your personal information was disclosed as a result of the E-mail Security Incident.

You are a member of the Settlement Class if:

- You received a notice from AAU that your information was disclosed; or
- You received this settlement notice by mail or email stating that you are a class member.

Excluded from the settlement are:

- Officers and directors of AAU;
- The presiding judge and any judicial staff involved in the lawsuit; and
- Any class member who excludes herself from the settlement (*see* Question 17)

If you are not sure whether you are included in the Settlement Class, call 1-8xx-xxx-xxxx.

Questions? Go to www.AAUsettlement.com or call 1-8xx-xxx-xxxx

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

The settlement provides the following benefits:

- Cash reimbursement for Out-of-Pocket Losses (*see* Question 7);
- Free Credit Monitoring Services (*see* Question 8);
- Free Identity Restoration Services (*see* Question 9);
- Data Security Commitments by AAU (*see* Question 10).

AAU has also agreed to pay attorneys' fees, costs, and expenses (*see* Question 15) and the costs of notifying the class and administering the settlement.

7. How will the Settlement compensate me for identity theft and fraud I have already suffered or expenses I have already paid to protect myself?

Settlement Benefit: Reimbursement for Out-of-Pocket Losses

If you spent money to address fraud or identity theft that you believe was fairly traceable to the E-mail Security Incident, or to protect yourself from future harm, then you may make a documented claim for reimbursement up to \$1,000 per individual for out-of-pocket losses not including the purchase of professional services and also for (ii) \$2,500 per individual for out-of-pocket losses consisting only of the purchase of professional services, including accountant and attorneys' fees. Recovery under subsections (i) and (ii) are subject to an aggregate cap of \$2,500 per individual. Examples of expenses that may be fairly traceable to the E-mail Security Incident and eligible for reimbursement are provided in the bullet points below.

The maximum amount payable to reimburse class members with documented Out-of-Pocket Losses is \$250,000. If the number of claims exceeds that amount, payments will be reduced and distributed on a proportional basis.

If the maximum amount payable is not reached, and you spent money to address fraud or identity theft that you believe was fairly traceable to the E-mail Security Incident *after* [INSERT DATE] (the "Claims Deadline"), then you can still submit a documented claim for reimbursement for a period of 640 days as long as the following conditions are met: (a) you submitted a claim electing to receive Credit Monitoring Services offered as part of this settlement prior to the Claims Deadline; and (b) you provide an attestation that you have not obtained reimbursement for the claimed expense through other means.

Claims for out-of-pocket losses incurred after the Claims Deadline will be approved **on a first-come first-served basis**. Once \$250,000 is exhausted, no more claims for Out-Of-Pocket Losses will be paid. To fill out and submit a claim form after the Claims Deadline, you can access and submit a post-deadline Claim Form online at the Settlement Administrator's website, or request a hard copy of the post-deadline Claim Form from the Settlement Administrator that can be filled out and return by mail (*see* Question No. 11).

Out-of-Pocket Losses that are eligible for reimbursement through the Settlement include the following costs incurred after April 2016, if they have not already been reimbursed by AAU or any other organization:

- The costs of credit monitoring or identity protection services you obtained (up to the date on which Credit Monitoring Services become available through this Settlement);
- Unreimbursed losses, fees, or charges incurred as a result of identity fraud or theft connected with the possible misuse of your Social Security Number, date of birth, address, income and/or employment information;

- Professional fees and other costs incurred addressing identity fraud or theft, including falsified tax returns or other identity fraud or theft connected with the possible misuse of your Social Security number, date of birth, address, income and/or employment information;
- Costs associated with placing credit freezes or fraud alerts with the credit reporting agencies; and
- Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance charges that you show were incurred in connection with fraud or identity theft connected with the possible misuse of your Social Security number, date of birth, address, income and/or employment information.

“Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but they can be considered to add clarity or support other submitted documentation. This list provides examples only, and other losses or costs fairly traceable to the E-mail Security Incident may also be eligible for reimbursement. **YOU MUST BE ABLE TO DOCUMENT YOUR CLAIM.**

The Settlement Administrator has the sole authority to determine the validity of claims for Out-of-Pocket Losses. Only valid claims will be paid. The deadline to file an Out-of-Pocket Losses Claim will be two years after the Settlement goes into effect.

8. How will the Settlement help protect me against future identity theft and fraud?

Settlement Benefit: Free Three-Bureau Credit Monitoring Services

The settlement provides a way to protect yourself from unauthorized use of your personal information. Settlement Class Members are encouraged to submit a claim to receive two years of Experian’s “3B Credit Plus” credit monitoring services.

The Credit Monitoring Services provided by the Settlement are separate from, and in addition to, the two years of credit monitoring and identity protection services offered by AAU through Experian Protectmyid.com starting in 2016. You need not have signed up for the previous services to be eligible to make a claim for the Credit Monitoring Services offered through this settlement.

The features included with Experian’s “3B Credit Plus” credit monitoring services include:

- a. Daily credit monitoring of your credit file at all three (3) major credit reporting agencies (Experian, Equifax & TransUnion);
- b. An Experian credit report upon enrollment;
- c. A subsequent, updated Experian credit report available at your election as often as daily (online);
- d. Identity theft insurance offered through AIG, which covers certain identity theft related expenses incurred by you up to a limit of \$1 million;
- e. Internet surveillance, which includes monitoring of the “dark web” for your personal information;
- f. Identity validation monitoring and alerts to notify you in the event your identity has been verified across the Experian identity network; and
- g. Identity restoration services that provide professional fraud resolution assistance to you if you experience identity theft or fraud, helping you with identity recovery and restoration.

Note: you will be required to submit your personal information including Social Security number to Experian to enroll in the credit monitoring services.

Class members who elect to enroll in Credit Monitoring Services will receive an activation code and enrollment instruction by e-mail within 30 days of effective date of the Settlement, or by mail if an e-mail address is not provided. You will have one year from the date the Settlement Administrator sends the activation code to enroll in the Credit Monitoring Services, and those services will be available for two years from the date of activation. You may make claim for both reimbursement for Out-of-Pocket Losses and Credit Monitoring Services.

Questions? Go to www.AAUsettlement.com or call 1-8xx-xxx-xxxx

9. How will the Settlement help me deal with identity theft or fraud if it happens?

Settlement Benefit: Free Identity Restoration Services

All Settlement Class Members will receive access to Identity Resolution Services through Experian after the Settlement becomes final. Fraud Resolution Specialists will be available by telephone, e-mail, and mail to help you with important but often time-consuming tasks such as placing fraud alerts with the credit bureaus, disputing inaccurate information on your credit reports, scheduling calls with creditors and other service providers, and working with law enforcement and government agencies to dispute fraudulent information. More details about Experian's Fraud Resolution Services for settlement class members are available at [[www.experian.com/fraud resolution page](http://www.experian.com/fraud-resolution-page)].com.

All Settlement Class Members may access Identity Resolution Services after the Settlement becomes final, even if you never make a claim from this Settlement, by going to www.AAUsettlement.com, or calling toll free number [INSERT PHONE #] and requesting your enrollment number from the Settlement Administrator.

10. Will the settlement help protect information stored by AAU from another E-Mail Security Incident?

Settlement Benefit: Data Security Practice Changes and Commitments by AAU

AAU will maintain security practices to help protect the personal information of its employees. This includes maintaining technical security barriers specifically designed to reduce the flow of unwanted outside emails.

AAU will also maintain an employee cybersecurity training program that regularly trains and educates employees responsible for handling payroll and compensation data on maintaining the confidentiality of such information, and helping them recognize scams aimed at gaining unauthorized access to such information, including "phishing" and "spoofing" scams.

AAU will agree to adopt and implement these measures for a period of three (3) years following the date the settlement goes into effect.

HOW TO GET SETTLEMENT BENEFITS

11. How do I file a claim for Credit Monitoring Services or Out-of-Pocket Losses?

To obtain Credit Monitoring Services or to file a claim for reimbursement of Out-of-Pocket Losses fairly traceable to the E-mail Security Incident, you will need to file a claim form and submit documentation regarding the costs and losses that you incurred. There are two options for filing claims:

- (1) **File Online:** You may fill out and submit the claim form and supporting documentation online at www.AAUsettlement.com. This is the quickest way to file a claim.
- (2) **File by Mail:** Alternatively, you may send back the claim form included with this notice, fill it out, and mail it to the address on the form with supporting documentation, if any. If you lost or did not otherwise receive a claim form, you can download a hard copy of the claim form (available at www.AAUsettlement.com), or ask the Settlement Administrator to mail a claim form to you by calling [INSERT PHONE #]. If you choose to file by mail, please fill out your claim form, and mail it (including postage) to: AAU E-mail Security Incident, Settlement Administrator 1801 Market St., Ste 660, Philadelphia PA 19103.

The deadline to file a claim is _____ (this is the last day to file online and postmark deadline for mailed claims). Note that to fill out and submit a claim form for up to 640 days after the Claims Deadline, you will need to access

Questions? Go to www.AAUsettlement.com or call 1-8xx-xxx-xxxx

and submit the post-deadline Claim Form online at www.AAUsettlement.com; or contact the Settlement Administrator and request a hard copy of the post-deadline Claim Form from the Settlement Administrator that can be filled out and return by mail. **You will not be able to submit a claim after the Claims Deadline unless you submitted a claim form electing to receive Credit Monitoring Services prior to the Claims Deadline (see Question 7).**

12. When and how will I receive the benefits I claim from the Settlement?

Credit Monitoring Services claimed by settlement class members will begin, and payments for valid claims will be made, after the Court enters a final judgment and the Settlement becomes final. This process may take several months or more. Once there is a final judgment, it will be posted on the Settlement Administrator's website.

If you make a valid claim for Credit Monitoring Services, the Settlement Administrator will send you information on how to activate your credit monitoring. The Settlement Administrator will provide you with an activation code which you will use at the Experian website to activate your Credit Monitoring Services.

Checks for valid Out-of-Pocket Losses claims will be mailed by the Settlement Administrator to the mailing address that you provide on your settlement claim form. If your address changes after you submit a claim form, you can contact the Settlement Administrator to update your file as set forth in Question 19.

LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

13. What am I giving up to stay in the settlement class?

If you make a claim under the settlement, or if you do nothing, you will be releasing all of your legal claims against AAU that result from, arise out of, are based upon, or relate to the E-mail Security Incident or that were or could have been brought based on the facts alleged in the Complaint.

Paragraph 61 of the Settlement Agreement defines the claims that will be released by Settlement Class Members who do not exclude themselves from the Settlement. If you exclude yourself from the Settlement (see Question 17), you will not be bound by this release. You can access the Settlement Agreement and read the specific details of the legal claims being released at www.AAUsettlement.com/page.

If you have any questions about what this means, you can contact the Settlement Administrator (see Question 19).

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

The Court appointed the following attorneys to represent you and other Settlement Class Members as "Class Counsel."

Norman E. Siegel
J. Austin Moore
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
Kansas City, MO 64112
816-714-7100

Daniel C. Girard
Simon Grille
GIRARD GIBBS LLP
601 California Street, 14th Floor
San Francisco, CA 94108
415-981-4800

You will not be charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will these lawyers be paid?

Questions? Go to www.AAUsettlement.com or call 1-8xx-xxx-xxxx

Class Counsel has undertaken this case on a contingency-fee basis, and has not been paid any money in relation to their work on this case. Accordingly, Class Counsel will ask the Court to award them attorneys' fees of up to \$455,000, and reimbursement for costs and expenses up to \$25,000, to be paid separately by AAU. The award of fees, costs and expenses will have no impact on the settlement benefits available to the Class. You will not have to separately pay any portion of these fees yourself. As noted above, Class Counsel's request for attorneys' fees and costs (which must be approved by the Court) will be filed on [INSERT DATE] and will be available to view on the Settlement website at www.AAUsettlement.com.

16. Will the named plaintiffs get any additional money?

The named plaintiffs in this action are Matthew Pagoaga and Anthony Jones. Class Counsel will ask the Court to award these individuals a "service award" of \$2,500 for the time that they spent, and the risk that they undertook, in bringing this lawsuit on behalf of the class. This amount is also subject to Court approval. Whatever amount the Court approves, if any, will be paid separately by AAU.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How do I exclude myself from the settlement?

If you are a member of the settlement class but do not want to remain in the class, you may exclude yourself from the class (also known as "opting out"). If you exclude yourself, you will lose any right to participate in the Settlement, including any right to receive a settlement payment.

If you decide on this option, you may keep any rights you have, if any, against AAU and you may file your own suit against AAU based upon the same legal claims that are asserted in this lawsuit. If you are considering this option, you may want to consult an attorney to determine the extent of your rights.

IMPORTANT: You will be bound by the terms of the Settlement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement must postmark a request for exclusion, postmarked no later than [INSERT DATE - 60 DAYS AFTER NOTICE DATE], to:

**AAU E-mail Security Incident
Settlement Administrator
Attn: Exclusion
1801 Market St., Ste 660
Philadelphia, PA 19103**

This statement must contain the following information:

- (1) The name of this proceeding (*Matthew Pagoaga, et al., v. Stephens Institute d/b/a Academy of Art University*, Case No. CGC 16-551952, or similar identifying words such as "AAU E-mail Security Incident Lawsuit");
- (2) Your full name;
- (3) Your current address;
- (4) The words "Request for Exclusion" at the top of the document or a statement that you do not wish to participate in the Settlement; and
- (5) Your signature.

If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the settlement class, and your rights will be determined in this lawsuit by the Settlement

Agreement if it is approved by the Court, and you may not recover under any other individual settlement agreement regarding the claims released as part of the settlement.

OBJECTING OR COMMENTING ON THE SETTLEMENT

18. How do I tell the Court that I like or don't like the settlement?

If you are a Settlement Class Member, and you don't opt out, you have the right to tell the Court what you think of the settlement, including the request for attorneys' fees, attorneys' costs, and "service awards" for the two named plaintiffs. You can object to the settlement if you don't think it is fair, reasonable, or adequate, and you can give reasons why you think the Court should not approve it. Should you wish to review the motion, it will be filed by and will be available to view on the Settlement website on **[INSERT DATE]**.

To object, you must send a letter stating that you object to the settlement. Your objection must include:

- (1) The name of this proceeding (*Matthew Pagoaga, et al., v. Stephens Institute d/b/a Academy of Art University*, Case No. CGC 16-551952, or similar identifying words such as "AAU E-mail Security Incident Lawsuit");
- (2) Your full name;
- (3) Your current address;
- (4) The reasons for the objection, as well as any documents supporting the objection;
- (5) The identity of any attorneys representing you with respect to the objection; and
- (6) You or your attorney's signature.

To be considered by the Court, your objection must be mailed, postmarked no later than **[INSERT DATE - 60 DAYS AFTER NOTICE DATE]**, to the Settlement Administrator at the following address:

**AAU E-mail Security Incident
Settlement Administrator
Attn: Objections
1801 Market St., Ste 660
Philadelphia, PA 19103**

You must not submit your objections directly to the Court. If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed Settlement. You will still be eligible to receive settlement benefits if the Settlement becomes final even if you object to the Settlement.

The Court has scheduled a Final Approval Hearing to listen to and consider any concerns or objections from class members regarding the fairness, adequacy, and reasonableness of the terms of the Settlement Agreement. That hearing will take place on **[INSERT DATE AND TIME]** before the Honorable Curtis E.A. Karnow, San Francisco Superior Court, Department 304, 400 McAllister St., San Francisco, California, 94102.

GETTING MORE INFORMATION

Questions? Go to www.AAUsettlement.com or call 1-8xx-xxx-xxxx

19. Where can I get more information?

If you have questions about this Notice or the Settlement, or if you did not receive this Notice by mail or email and believe that you are or may be a member of the Class, you should contact the Settlement Administrator at **[INSERT CONTACT INFORMATION]**, for more information or to request that a copy of this Notice be sent to you in the mail. You may also view the Notice on the Settlement website at www.AAUsettlement.com. If you wish to communicate directly with Class Counsel, you may contact them (contact information noted above in Question 14). You may also seek advice and guidance from your own private attorney at your own expense, if you wish to do so.

This Notice is only a summary of the Lawsuit and the Settlement Agreement. The entire Settlement Agreement and other related documents are available for viewing at the Settlement website. If you have questions about the proposed settlement, or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact Class Counsel. The Court cannot respond to any questions regarding this Notice, the lawsuit, or the proposed Settlement.

Please do not contact the Court or its Clerk.

Exhibit 2

To Settlement Agreement
(Proposed Claim Forms)

Your claim must be submitted online or mailed and postmarked by: XXXXXXXX

Matthew Pagoaga, et al., v. Stephens Institute d/b/a Academy of Art University, Case No. CGC 16-551952
(Superior Court of the State of California, County of San Francisco).

AAU

CLAIM FORM (PRE-CLAIMS DEADLINE)

GENERAL INSTRUCTIONS

Settlement Class Members are entitled to free three-bureau credit monitoring services and to request reimbursement of “Out-of-Pocket Losses” that they believe are fairly traceable to the Academy of Art University (AAU) E-mail Security Incident, and that have not already been reimbursed by AAU or any other organization. If you received a notice from AAU that your information was disclosed in or about April 2016, or if you received a settlement notice by mail or e-mail stating that you are a class member, then you are a “Settlement Class Member” and entitled to benefits under this settlement. To learn more about the settlement go to [INSERT WEBSITE]. If you have questions about this Claim Form, or if you did not receive a settlement notice and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator at [INSERT CONTACT INFORMATION].

SETTLEMENT OVERVIEW

Documented Losses and Time

AAU will reimburse Settlement Class Members for documented Out-Of-Pocket Losses that are fairly traceable to the E-mail Security Incident, up to (i) \$1,000 per individual for Out-of-Pocket Losses not including the purchase of professional services; and in addition, (ii) \$2,500 per individual for Out-of-Pocket Losses consisting only of the purchase of professional services, including accountant and attorneys’ fees, subject to an aggregate cap of \$2,500 per individual.

Monitoring Services

All Settlement Class Members are eligible to enroll in two (2) years of Experian’s “3B Credit Plus” credit monitoring services, regardless of whether you submit a claim for documented Out-Of-Pocket Losses. The features included with Experian’s “3B Credit Plus” credit monitoring services include:

- a. Daily credit monitoring of your credit file at all three (3) major credit reporting agencies (Experian, Equifax & TransUnion);
- b. An Experian Credit Report upon enrollment;
- c. A subsequent, updated Experian credit report available at your election as often as daily (online);
- d. Identity theft insurance offered through AIG, which covers certain identity theft related expenses incurred by you up to a limit of \$1 million;
- e. Internet surveillance, which includes monitoring of the “dark web” for your personal information;
- f. Identity validation monitoring and alerts to notify you in the event your identity has been verified across the Experian identity network; and

- g. Identity restoration services that provide professional fraud resolution assistance to you if you experience identity theft or fraud, helping you with identity recovery and restoration.

Note: you will be required to submit your personal information including Social Security number to Experian to enroll in credit monitoring services.

Identity Restoration Services

Even if you do not enroll in Experian’s “3B Credit Plus” credit monitoring services or make a claim for Out-Of-Pocket Losses, all settlement class members will receive access to Identity Resolution Services through Experian after the settlement becomes final. Fraud Resolution Specialists will be available by telephone, e-mail, and mail to help you with typical tasks including placing fraud alerts with the credit bureaus, disputing inaccurate information on your credit reports, scheduling calls with creditors and other service providers, and working with law enforcement and government agencies to dispute fraudulent information. More details about Experian’s Fraud Resolution Services for Settlement Class Members are available at [[www.experian.com/fraud resolution page](http://www.experian.com/fraud-resolution-page)].com. The enrollment code to take advantage of these services is provided in Question No. 5.

CLAIM FORM

CLASS MEMBER INFORMATION

<input type="text"/>	<input type="text"/>	<input type="text"/>
First Name	MI	Last Name

Street Address 1

Street Address 2

<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	Zip Code

<input type="text"/>	<input type="text"/>
Telephone Number	E-Mail Address (If provided we will communicate primarily by e-mail about your claim. We will not use your e-mail address for any other purpose)

1. Did you receive notice from the settlement administrator that you are a Settlement Class Member?
Yes (Provide Claim ID number below and go to Question No. 3)
Claim ID:
No (Go to Question 2)

If you have questions about whether you are eligible to submit a claim, please contact the Settlement Administrator at 1-800-xxx-xxxx or visit www.settlementwebsite.com.

2. Did you receive notice from AAU that your personal information was compromised in or about April 2016?

Yes (Your eligibility will be determined based on your name and address provided above; go to Question No, 3)

No (You should contact the Settlement Administrator at 1-800-xxx-xxxx to determine whether you are a member of the Class and eligible to submit a claim)

DOCUMENTED CLAIMS FOR OUT-OF-POCKET LOSSES

3. Do you have documents supporting that you experienced out-of-pocket losses or unreimbursed charges fairly traceable to the AAU E-mail Security Incident that have not already been reimbursed by AAU or any other organization?

Yes (Fill out information below)

No (You are not eligible to submit a documented claim; skip to Question No. 4)

NOTE: “self-prepared” documents such as handwritten receipts or notes are, by themselves, insufficient to receive reimbursement, but they can be considered to add clarity or support other submitted documentation.

Loss Type (Check all that apply)	Date of Loss	Amount of Loss	Examples of Supporting Documentation (Please detail below what you are attaching and why)
<input type="checkbox"/> Unreimbursed fraud losses or charges			<i>Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges</i>
<input type="checkbox"/> Professional fees incurred in connection with identity theft or falsified tax returns			<i>Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return</i>
<input type="checkbox"/> Credit monitoring that was ordered after April 2016 through the date on which the Credit Monitoring Services become available through this settlement			<i>Examples: Receipts or account statements reflecting purchases made for credit monitoring services</i>
<input type="checkbox"/> Payments made to place credit freezes with the credit reporting agencies			<i>Examples: Receipts or notices or account statements reflecting payment for a credit freeze</i>

If you have questions about whether you are eligible to submit a claim, please contact the Settlement Administrator at 1-800-xxx-xxxx or visit www.settlementwebsite.com.

<input type="checkbox"/> Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges			<i>Example: Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (i.e. police station, IRS office), indication of why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled</i>
<input type="checkbox"/> Other documented losses (provide detailed description)			<i>Please provide detailed description</i>

Description of Supporting Documentation: Please provide a description of any documentation that you submit in support of your claim.

Document #	Description (explain here how does document shows losses)
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

If you have questions about whether you are eligible to submit a claim, please contact the Settlement Administrator at 1-800-xxx-xxxx or visit www.settlementwebsite.com.

EXPERIAN'S "3B CREDIT PLUS" CREDIT MONITORING SERVICES

4. You are eligible to enroll in 2 years of Experian's "3B Credit Plus" credit monitoring services. Do you wish to enroll?

Yes By checking here, you will receive enrollment instructions shortly after final approval of the settlement. Please provide the e-mail address where you would like to receive enrollment instructions:

If you click yes and leave this field blank, we will mail enrollment instructions to the address provided above.

No (*Go to Question No. 5*)

5. Even if you do not enroll in Experian's "3B Credit Plus" credit monitoring services, you are still eligible to take advantage of identity restoration services offered through Experian in the case you suffer identity theft of fraud for a period of two (2) years after the court has granted final approval of the settlement (and the exhaustion of any appeals). You can take advantage of these services by contacting Experian's identity restoration department at [INSERT PHONE #] and referencing enrollment code _____. (Note if you clicked "yes" to Question 4 you do not need to separately request identity restoration services).

If you would like us to e-mail you a copy of this code for your records along with instructions on how to take advantage of Experian's identity restoration services, please provide the e-mail address where you would like to be contacted:

Your claim must be submitted online or mailed and postmarked by: XXXXXXXX

Matthew Pagoaga, et al., v. Stephens Institute d/b/a Academy of Art University, Case No. CGC 16-551952
(Superior Court of the State of California, County of San Francisco).

**AAU
Post
Deadline**

CLAIM FORM (POST-CLAIMS DEADLINE)

GENERAL INSTRUCTIONS

Settlement Class Members are entitled to request reimbursement of “Out-of-Pocket Losses” that they believe are fairly traceable to the Academy of Art University (AAU) E-mail Security Incident, and that have not already been reimbursed by AAU or any other organization. If you received a notice from AAU that your information was disclosed in or about April 2016, or if you received a settlement notice by mail or e-mail stating that you are a class member, then you are a “Settlement Class Member” and entitled to benefits under this settlement. To learn more about the settlement go to [INSERT WEBSITE]. If you have questions about this Claim Form, or if you did not receive a settlement notice and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator at [INSERT CONTACT INFORMATION].

On _____, the claims period closed (“Claims Deadline”), meaning that Settlement Class Members are no longer eligible to sign up for credit monitoring services or request reimbursement of Out-of-Pocket Losses that were incurred *prior* to the Claims Deadline. If you incurred Out-of-Pocket Losses fairly traceable to the E-mail Security Incident *after* the Claims Deadline, however, you can still submit a claim for reimbursement of those losses as long as the following conditions are met: (a) you enrolled in the Experian credit monitoring services offered as part of this settlement prior to the Claims Deadline; and (b) you provide an attestation you have not obtained reimbursement for the claimed expense through other means.

SETTLEMENT OVERVIEW

Documented Losses and Time

AAU will reimburse Settlement Class Members for documented Out-Of-Pocket Losses that are fairly traceable to the E-mail Security Incident, up to (i) \$1,000 per individual for Out-of-Pocket Losses not including the purchase of professional services; and in addition, (ii) \$2,500 per individual for Out-of-Pocket Losses consisting only of the purchase of professional services, including accountant and attorneys’ fees, subject to an aggregate cap of \$2,500 per individual.

Monitoring Services

All Settlement Class Members were eligible to enroll in two (2) years of Experian’s “3B Credit Plus” credit monitoring services prior to the Claims Deadline. If you did not enroll in these services, you are not eligible to make a claim. If you did enroll, and you incurred Out-of-Pocket Losses fairly traceable to the AAU E-mail Security Incident after the Claims Deadline, you must sign a certification stating that you have sought and been denied reimbursement for those losses through the AIG insurance policy offered with the Experian credit monitoring services in order to make a claim for Out-of-Pocket Losses incurred after the Claims Deadline.

Identity Restoration Services

Even if you did not enroll in Experian’s “3B Credit Plus” credit monitoring services or make a claim for Out-Of-Pocket Losses, all settlement class members will receive access to Identity Resolution Services through Experian after the settlement becomes final. Fraud Resolution Specialists will be available by telephone, e-mail,

and mail to help you with typical tasks including placing fraud alerts with the credit bureaus, disputing inaccurate information on your credit reports, scheduling calls with creditors and other service providers, and working with law enforcement and government agencies to dispute fraudulent information. More details about Experian’s Fraud Resolution Services for settlement class members are available at [[www.experian.com/fraud resolution](http://www.experian.com/fraud-resolution) page__].com. The enrollment code to take advantage of these services is provided in Question No. 5.

CLAIM FORM

CLASS MEMBER INFORMATION

<input type="text"/>	<input type="text"/>	<input type="text"/>
First Name	MI	Last Name

Street Address 1

Street Address 2

<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	Zip Code

<input type="text"/>	<input type="text"/>
Telephone Number	E-Mail Address (If provided we will communicate primarily by e-mail about your claim. We will not use your e-mail address for any other purpose.)

1. Did you submit a claim form in this settlement prior to the Claims Deadline whereby you enrolled in Experian’s “3B Credit Plus” credit monitoring services?
Yes (Go to Question No. 2) No (You are not eligible to submit a claim for out-of-pocket losses; go to Question 5)
2. Did you receive a claim submission number from the settlement administrator?
Yes (Provide ClaimID number below and go to Question No. 4) No (Go to Question No. 3)
Claim Submission Number:
3. Did you receive notice from the settlement administrator that you are a Settlement Class Member?
Yes (Provide Claim ID number below and go to Question No. 4) No (We will determine your eligibility based on your contact information provided above; go to Question No. 4)
Claim ID:

DOCUMENTED CLAIMS FOR OUT-OF-POCKET LOSSES

4. Do you have documents supporting that you experienced out-of-pocket losses or unreimbursed charges fairly traceable to the AAU E-mail Security Incident that have not already been reimbursed by AAU or any other organization?

Yes (Fill out information below)

No (You are not eligible to submit a documented claim; skip to Question No. 5)

NOTE: “self-prepared” documents such as handwritten receipts or notes are, by themselves, insufficient to receive reimbursement, but they can be considered to add clarity or support other submitted documentation.

Loss Type (Check all that apply)	Date of Loss	Amount of Loss	Description of Supporting Documentation (Identify what you are attaching and why)
<input type="checkbox"/> Unreimbursed fraud losses or charges			<i>Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges</i>
<input type="checkbox"/> Professional fees incurred in connection with identity theft or falsified tax returns			<i>Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return</i>
<input type="checkbox"/> Credit monitoring that was ordered after April 2016 through the date on which the Credit Monitoring Services become available through this settlement			<i>Examples: Receipts or account statements reflecting purchases made for credit monitoring services</i>
<input type="checkbox"/> Payments made to place credit freezes with the credit reporting agencies			<i>Examples: Receipts or notices or account statements reflecting payment for a credit freeze</i>
<input type="checkbox"/> Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges			<i>Example: Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (i.e. police station, IRS office), indication of why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled</i>

<input type="checkbox"/> Other documented losses (provide detailed description)			<i>Please provide detailed description</i>
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Description of Supporting Documentation: Please provide a description of any documentation that you submit in support of your claim.

Document #	Description (explain here how does document shows losses)
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

CERTIFICATION

I hereby certify under penalty of perjury that I have not obtained reimbursement for the claimed Out-of-Pocket Losses through other means. I further certify that I have personal knowledge of the information I provided in this Claim Form and that such information is true and correct to the best of my knowledge.

Signature of Claimant

Date

5. Even if you do not qualify for any relief provided for above, all Settlement Class Members will receive access to Identity Resolution Services through Experian after the settlement becomes final. You can take advantage of these services by contacting Experian's identity restoration department at **[INSERT PHONE #]** and referencing enrollment code _____. (Note if you previously enrolled in Experian's credit monitoring services you do not need to separately request identity restoration services).

If you would like us to e-mail you a copy of this code for your records along with instructions on how to take advantage of Experian's identity restoration services, please provide the e-mail address where you would like to be contacted: