

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

PING WANG, EMILY LEHNES, EMILY RAMOS, JENNIFER KILKUS, and JOHN DOE, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

THE CORPORATION OF MERCER UNIVERSITY,

Defendant.

Civil Action No.:
5:23-cv-00193-TES

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is made and entered into by and among the following Settling Parties (defined below), by and through the parties’ counsel of record: (i) Defendant The Corporation of Mercer University (“Mercer”); and (ii) Plaintiffs Ping Wang, Emily Lehnese, Emily Ramo, Jennifer Kilkus, and John Doe, both individually and on behalf of the Class (collectively, “Plaintiffs” or “Representative Plaintiffs”), in the case of *Wang et al. v. The Corporation of Mercer University*, 5:23-cv-00193-TES (M.D. Ga.). Mercer and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as the “Parties” or the “Settling Parties.” The Settlement Agreement (defined below) is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (defined below), upon and subject to the terms and conditions thereof.

I. THE LITIGATION

This litigation arises out of a data security incident affecting certain Mercer computer systems between February 12 and 24, 2023 (the “Data Incident”). Specifically, an unauthorized actor accessed certain files store on Mercer’s computer system, and some of these files may have included personally identifiable information of Mercer’s employees and students, including their names in combination with their Social Security numbers and/or driver’s license numbers.

On May 31, 2023, Plaintiffs began filing separate class action lawsuits against Mercer based on the Data Incident. On October 3, 2023, Plaintiffs filed a consolidated putative class action complaint against Mercer in the United Stated District Court for the Middle District of Georgia (the “Consolidated Complaint”), asserting claims of negligence, unjust enrichment, breach of implied contract, violations of the Georgia Security Breach Notification Act, O.C.G.A. § 10-1-912 *et seq.*, and Deceptive Trade Practices Act, O.C.G.A. § 10-1-370 *et seq.*, and declaratory judgment (the “Litigation”).

On November 2, 2023, Mercer filed a motion to dismiss the Consolidated Complaint pursuant to Federal Rule of Civil Procedure 12(b)(6). The Parties completed briefing the motion to dismiss on December 27, 2023, wherein Plaintiffs conceded that their statutory claim under the Georgia Security Breach Notification Act should be dismissed. While the motion to dismiss was pending with the Court, the Parties agreed to participate in mediation. Mercer also responded to Plaintiffs’ requests for documents and information pursuant to Federal Rule of Evidence 408 to facilitate mediation.

On May 20, 2024, the Parties participated in a full-day mediation before JAMS mediator Bruce A. Friedman. The Parties were unable to come to a settlement agreement. Following the mediation, the Parties continued arms-length negotiations with the assistance of Mr. Friedman.

On June 6, 2024, Mr. Friedman presented a mediator's proposal, which the Parties considered and subsequently accepted, the salient terms of which were memorialized in a term sheet signed by the Parties' counsel on July 31, 2024. The full terms of the Parties' agreement are set forth in this Settlement Agreement and attached exhibits.

The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain that achieving a final result through litigation would require substantial risk, uncertainty, discovery, time, and expense for both of the Parties.

II. THE CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLEMENT

Plaintiffs believe the claims asserted in the Litigation, as set forth in the Consolidated Complaint, have merit. Plaintiffs and Class Counsel (defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Mercer through continued motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Mercer denies each and all of the claims and contentions alleged against it in the Litigation. Mercer denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Mercer has concluded that further litigation would be protracted and

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

IV. SETTLEMENT TERMS & DEFINITIONS

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

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specific below:

1.1 “Action” or “Litigation” means *Wang et al. v. The Corporation of Mercer University*, 5:23-cv-00193-TES, Middle District of Georgia.

1.2 “Agreement” or “Settlement Agreement” means this agreement, exhibits, and the settlement embodied herein.

1.3 “Claim” means a claim for Settlement Benefits made under the terms of this Settlement Agreement.

1.4 “Claimant” means a Person who submits a Claim Form to receive Settlement Benefits under this Agreement.

1.5 “Claims Deadline” means the postmark and/or online submission deadline for Valid Claims submitted pursuant to ¶¶ 2.1 and 2.2.

1.6 “Claim Forms” means the claim forms to be used by Settlement Class Members to submit a Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in Exhibit A attached hereto.

1.7 “Class Counsel” means William B. Federman of Federman & Sherwood and Kevin Laukaitis of Laukaitis Law LLC.

1.8 “Court” means the United States District Court for the Middle District of Georgia.

1.9 “Dispute Resolution” means the process for resolving disputed Claims as set forth in this Settlement Agreement in ¶ 2.3.

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

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

1.12 “Judgment” means a judgment rendered by the Court.

1.13 “Long Form Notice” means the long form notice of Settlement posted on the Settlement Website, substantially in the form as shown in Exhibit B attached hereto.

1.14 “Defense Counsel” means Baker & Hostetler LLP.

1.15 “Notice Date” means the post marked date that notice of Settlement is mailed to Settlement Class Members, which shall be 30 days following entry of the Preliminary Approval Order. The Notice Date shall be used for purposes of calculating the Claims Deadline, Opt-Out Date and Objection Date deadlines, and all other deadlines that flow from the Notice Date.

1.16 “Notice and Settlement Administration Cost” means all costs incurred or charged by the Settlement Administrator in connection with providing Notice to Settlement Class Members and costs of administering the Settlement Benefits.

1.17 “Objection Date” means the date by which the Settlement Class Members must mail to Class Counsel and Defense Counsel, or in the alternative, file with the Court their objection to the Settlement Agreement for that objection to be effective, which shall be 60 days from the Notice Date. The postmark date shall constitute evidence of the date of mailing for these purposes.

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

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

1.20 “Preliminary Approval Order” means the Court’s order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached as Exhibit D attached hereto.

1.21 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States as defined below; violations of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* and all similar state consumer-protection statutes; violations of the California Consumer Protection Act of 2018, Cal. Civ. Code § 1798, *et seq.* and all similar state privacy-protection statutes; violations of the California Customer Records Act, Cal. Civ. Code § 1798.84, *et seq.* and all similar notification statutes in effect in any states in the United States; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any member of the

Settlement Class against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident and alleged theft of other personal information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of the Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.22 “Related Entities” means Mercer’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

1.23 “Released Parties” means Mercer and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers.

1.24 “Settlement Administration” means the processing of Notice and the processing and payment of Claims received from Settlement Class Members by the Settlement Administrator.

1.25 “Settlement Administrator” means Epiq, a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.

1.26 “Settlement Benefits” means (1) reimbursement for Ordinary Out-of-Pocket Losses and Attested Time; (2) reimbursement for Extraordinary Out-of-Pocket Losses; (3) costs of Credit Monitoring Services; and (4) Notice and Settlement Administration Cost, as described in ¶ 2.1. Mercer will pay, or cause to be paid, all Settlement Benefits.

1.27 “Settlement Class” means all persons who were notified that their information may have been impacted in the Data Incident. The Settlement Class specifically excludes: (i) Mercer and its respective officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge and/or magistrate assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

1.28 “Settlement Class Member(s)” means all Persons meeting the definition of the Settlement Class.

1.29 “Settlement Website” means a website, the URL for which to be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide the Settlement Class Members with the ability to submit a Claim online.

1.30 “Settling Parties” and “Parties” means, collectively, Mercer and Plaintiffs, individually and on behalf of the Settlement Class, and all Released Parties.

1.31 “Short Form Notices” or “Postcard Notices” means the short form notice of the Settlement mailed to Settlement Class Members, substantially in the form as shown in Exhibit C attached hereto.

1.32 “Unknown Claims” means any of the Released Claims that Plaintiffs do not know or suspect to exist in their favor at the time of the release of the Released Parties that, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have waived the provisions, rights, and benefits conferred by California Civil Code § 1542, (or any similar comparable, or equivalent provision of any federal, state or foreign law, or principle of common law which is similar, comparable, or equivalent to California Civil Code §1542), which provides:

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

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

1.33 “Valid Claims” means Claims in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Structure

2.1 Settlement Benefits: Settlement Class Members shall have the opportunity to submit a Claim for Settlement Benefits on or before the Claims Deadline. The benefits available to Settlement Class Members, as described below, shall include: (1) reimbursement for “Ordinary”

Out-of-Pocket Losses and Attested Time; (2) reimbursement for “Extraordinary” Out-of-Pocket Losses; and (3) Credit Monitoring Services.

2.1.1 “Ordinary” Out-of-Pocket Losses and Attested Time: All Settlement Class Members may submit a claim for Ordinary Out-of-Pocket Losses and Attested Time up to \$450 per individual.

- i. “Ordinary Out-of-Pocket Losses” are unreimbursed costs or expenditures incurred by a Settlement Class Member in responding to notice of the Data Incident that are fairly traceable to the Data Incident. Ordinary Out-of-Pocket Losses may include, without limitation, the following: (1) costs incurred on or after May 24, 2023 associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (2) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs that were incurred on or after May 24, 2023 through the date of the Class member’s claim submission.
- ii. Settlement Class Members who elect to submit a claim for reimbursement of Ordinary Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member’s name and current address; (2) documentation supporting their claim; and (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Ordinary Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred.
- iii. Settlement Class Members may also submit a claim for up to 5 hours of time spent remedying issues related to the Data Incident at \$20 per hour by providing an attestation and a written (narrative) description of (1) the actions taken in response to the Data Incident, and (2) the time associated with those actions (“Attested Time”).

2.1.2 “Extraordinary” Out-of-Pocket Losses: In addition to submitting a claim for Ordinary Out-of-Pocket Losses, Settlement Class Members may submit a claim for Extraordinary Out-of-Pocket Losses up to \$5,500 per individual.

- i. “Extraordinary Out-of-Pocket Losses” are unreimbursed monetary losses incurred by a Settlement Class Member that are more likely than not directly arising from identity theft or other fraud perpetrated against the Settlement Class Member as a result of the Data Incident. Extraordinary Out-of-Pocket Losses may include, without limitation, the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Settlement Class Member’s personal information.
- ii. Settlement Class Members who elect to submit a claim for reimbursement of Extraordinary Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member’s name and current address; (2) an attestation and documentation supporting their claim; and (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Extraordinary Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred.

2.1.3 Credit Monitoring Services. Settlement Class Members can elect to enroll in two (2) years of three-bureau credit monitoring services under the Settlement that will include a minimum of the following features: (1) dark web scanning with immediate user notification if potentially unauthorized use of a Class member’s personal information is detected; (2) identity theft insurance; (3) real-time credit monitoring with Equifax, Experian, or TransUnion; and (4) access to fraud resolution agents as described above (“Credit Monitoring Services”). Credit Monitoring Services are available to all Class members regardless of whether they submit a claim for Ordinary or Extraordinary Out-of-Pocket Losses and Attested Time under the settlement. Class Members who request Credit Monitoring Services must submit a claim to receive such services.

2.1.4 Business Practice Commitments. Mercer has implemented and will maintain certain reasonable data security-related measures as has been identified. Costs associated with these business practice commitments are paid by Mercer separate and apart from other

Settlement Benefits. The costs of the changes made by Defendant are approximately \$800,000. Mercer will continue to invest and maintain reasonable data security-related measures for the next two years.

2.2 Notice Deadline: Settlement Class Member seeking Settlement Benefits under ¶ 2.1 must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before the 90th day after the Notice Date. The Short Form Notice and Long Form Notice to the Settlement Class will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief and is made under penalty of perjury. Notarization shall not be required.

2.3 Dispute Resolution:

2.3.1 The Settlement Administrator in its sole discretion to be reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class Member; (2) the Claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the Ordinary and Extraordinary Out-of-Pocket Losses described above; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the Claimant has suffered the claimed losses as a result of the Data Incident. The Settlement Administrator is authorized to contact any Settlement Class Member to seek clarification regarding a submitted claim prior to making a determination as to its validity. Ordinary and Extraordinary Out-of-Pocket Losses are not eligible for reimbursement to the extent a Settlement Class Member has already been reimbursed for the same

expense by any other source, including any compensation provided in connection with the credit monitoring product previously offered by Mercer.

2.3.2 To the extent the Settlement Administrator determines a Claim for Settlement Benefits is deficient in whole or in part, within a reasonable time of making such a determination, but no later than 10 days after the Claims Deadline, the Settlement Administrator is authorized to contact the Settlement Class Member via telephone or e-mail in an attempt to informally resolve the deficiency prior to sending a formal deficiency notice. If the deficiency is not resolved in this manner, the Settlement Administrator shall formally notify the Settlement Class Member of the deficiencies and give the Settlement Class Member 21 days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the Claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail.

2.3.3 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 10 days of the determination that the deficiencies have not been cured. The Settlement Administrator may consult with counsel for both Parties prior to making such determinations. The notice shall inform the Settlement Class Member of his or her right to dispute in writing the deficiency determination and of his or her right to request an appeal of this determination within 30 days of the deficiency determination.

2.3.4 If a Settlement Class Member disputes in writing a determination and requests an appeal, the Settlement Administrator shall provide Class Counsel and Defense Counsel a copy of the Settlement Class Member's dispute and his or her Claim Form along with all documentation or other information submitted by the Settlement Class Member. Class Counsel

and Defense Counsel shall confer regarding the claim submission, and their agreement on approval or denial of the Settlement Class Member's claim, in whole or in part, will be final.

2.4 Notice and Settlement Administration Expenses. All Notice and Settlement Administration Costs, including, without limitation, the fees and expenses of the Settlement Administrator, shall be paid, or cause to be paid, by Mercer directly to the Settlement Administrator.

2.5 Medicare/Medicaid Reporting: To enable reporting to the Centers for Medicare & Medicaid Services, any Settlement Class Member that is a Medicare beneficiary who sought services from a health care professional for emotional distress arising out of the Data Incident and may receive payment of over \$750 under this Settlement will be required to provide additional information, including their full name, gender, date of birth, and Social Security Number (last five digits at a minimum) or full Medicare Beneficiary Number to be eligible for payment.

3. Opt-Out Procedures

3.1 Each Settlement Class Member wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest the Settlement Class Member's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than 60 days after the Notice Date.

3.2 All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in ¶ 3.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in ¶ 3.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

3.3 In the event that within 14 days after the Opt-Out Date as approved by the Court, there have been more than 200 timely and valid Opt-Outs submitted, Mercer shall have the right, by notifying Settlement Class Counsel and the Court in writing, to void this Settlement Agreement. If Mercer voids the Settlement Agreement pursuant to this paragraph, Mercer shall be obligated to pay all settlement expenses already incurred to date, excluding any attorneys' fees, costs, expenses of Class Counsel, and/or service awards.

4. Objection Procedures

4.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number: *Wang et al. v. The Corporation of Mercer University*, 5:23-cv-00193-TES (M.D. Ga.); (iii) a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vi) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than 60 days from the Notice Date to Class Counsel and Defense Counsel (addresses below). The objector or his or her counsel may also file their Objection with the Court through the Court's ECF system, with service on Class Counsel and Defense Counsel, to be made through the ECF system. For all objections mailed to Class Counsel and Defense Counsel, Class Counsel will file them with the Court as an exhibit to Plaintiffs' motion for final approval.

Class Counsel	Defense Counsel
<p data-bbox="305 275 699 415">William B. Federman FEDERMAN & SHERWOOD 10205 N. Pennsylvania Ave. Oklahoma City, OK 73120</p> <p data-bbox="318 457 688 630">Kevin Laukaitis LAUKAITIS LAW LLC 954 Avenida Ponce De Leon Suite 205, #10518 San Juan, PR 00907</p>	<p data-bbox="878 275 1360 415">Christopher A. Wiech BAKER & HOSTETLER LLP 1170 Peachtree Street NE, Suite 2400 Atlanta, GA 30309-7676</p>

4.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 4.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 4.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

5. Settlement Class Certification

5.1 The Settling Parties agree, for purposes of this Settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue.

5.2 The Settling Parties' agreement to the certification of the Settlement Class is without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

6.2 Upon the Effective Date, Mercer shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Representative Plaintiffs, each and all of the Settlement Class Members, Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation, except for enforcement of the Settlement Agreement. Any other claims or defenses Mercer may have against such Persons including, without limitation, any claims based upon or arising out of any contractual, employment, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither Mercer nor its Released Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any

Person other than Representative Plaintiffs, each and all of the Settlement Class Members, and Class Counsel.

7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, and/or expenses, as provided for in ¶¶ 7.2, until after the substantive terms of the settlement had been agreed upon. Mercer and Class Counsel have agreed to the following:

7.2 Plaintiffs will move the Court for an order awarding reasonable attorneys' fees, expenses, and service awards up to a total of \$300,000. Mercer does not oppose Plaintiffs' request for reasonable attorneys' fees and litigation expenses up to a total of \$300,000. Mercer takes no position on Plaintiffs' request for, and right to seek, service fees, so long as any award of service fees is to be paid out of any award of up to \$300,000 for Plaintiffs' reasonable attorneys' fees and litigation expenses.

7.3 Within 30 days of the Effective Date, Mercer shall pay or cause to be paid the Court-approved amount of attorneys' fees, litigation expenses, and service awards to the Settlement Administrator.

7.4 The Settlement Administrator will handle distribution to Class Counsel and shall pay any Court awarded attorneys' fees, costs, and expenses to the IOLTA account maintained by Federman & Sherwood.

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

8.1 Contemporaneously with Plaintiffs' Motion for Preliminary Approval, but in no event later than 45 days after the date this Agreement is signed, Class Counsel and Defense Counsel shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary

Approval Order in the form substantially similar to Exhibit D in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 5.1;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Class Counsel as Settlement Class Counsel;
- d) appointment of Plaintiffs as Class Representatives;
- e) approval of the Short Form Notices to be mailed to Settlement Class Members in a form substantially similar to the one attached as Exhibit C to this Settlement Agreement;
- f) approval of the Long Form Notice to be posted on the Settlement Website in a form substantially similar to the one attached as Exhibit B to this Settlement Agreement, which, together with the Short Form Notices, shall include a fair summary of the Parties' respective litigation positions, statements that the settlement and Notice are legitimate and that the Settlement Class Members are entitled to benefits under the settlement, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, instructions for the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;
- g) approval of the Claim Forms to be used by Settlement Class Members to make a claim in a form substantially similar to the one attached as Exhibit A to this Settlement Agreement; and

h) appointment of Epiq as the Settlement Administrator.

8.2 The Short Form Notices, Long Form Notice, and Claim Forms have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval. Immaterial revisions to these documents may also be made prior to dissemination of Notice.

9. Settlement Administration and Class Notice

9.1 Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

- a. *Class Member Information*: No later than 10 days after entry of the Preliminary Approval Order, Mercer shall provide the Settlement Administrator with the name and last known physical address of each Settlement Class Member (collectively, “Class Member Information”) that Mercer possesses.
- b. *Notice Payment*: No later than 30 days after entry of the Preliminary Approval Order, Mercer shall pay or cause to be paid to the Settlement Administrator the funds necessary to pay for the printing costs and costs of mailing Notice. The Settlement Administrator must submit an invoice to Mercer within 5 days after the Preliminary Approval Order to recover reasonable costs associated with printing and mailing Notice and provide Mercer with ACH/wire instructions for payment. Mercer shall direct payment of the amount invoiced to the Settlement Administrator. The timing set forth in this provision is contingent upon the receipt of a W-9 from the Settlement Administrator within 5 Days of the date that the Preliminary Approval Order is issued. If Mercer does not receive this

information by 5 Days after the date that the Preliminary Approval Order is issued, the payments specified by this paragraph shall be made within 30 days after Mercer receives this information.

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

- e. *Short Form Notices*: Within 30 days after the entry of the Preliminary Approval Order (“Notice Date”), and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator will provide Notice to the Settlement Class via mail to the postal address in Mercer’s possession. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS.
- f. In the event that a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Form Notice to the forwarding address within a reasonable period of time after receiving the returned Short Form Notice.
- g. In the event that subsequent to the first mailing of a Short Form Notice, and at least 14 days prior to the Opt-Out Date and Objection Date, a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement

Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Form Notice within seven days of receiving such information. This shall be the final requirement for mailing;

- h. Publishing, on or before the Notice Date, the Claim Forms, Long Form Notice and this Settlement Agreement on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;
- i. A toll-free help line with an IVR system and a live call-back option shall be made available to provide Settlement Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the Long Form Notice and paper Claim Form, as well as this Settlement Agreement, upon request; and
- j. Contemporaneously with seeking Final Approval of the Settlement, Class Counsel and Mercer shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.

9.2 The Settlement Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2.1. The Settlement Administrator shall provide Class Counsel and Defense Counsel reports as to both claims and distribution and Class Counsel and Defense Counsel have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Settlement Administrator's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the

Dispute Resolution process set forth in ¶ 2.3. All claims agreed to be paid in full by Mercer shall be deemed valid. The Settlement Administrator must submit an invoice to Mercer for payment of all Valid Claims within 5 days of the Effective Date or as soon as all Claim deficiencies are resolved via the Dispute Resolution process set forth in ¶ 2.3.

9.3 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within 35 days of the Effective Date or after all Claim deficiencies are resolved via the Dispute Resolution process set forth in ¶ 2.3, whichever is the later.

9.4 Payment of the remaining Notice and Settlement Administration Costs shall be made within 35 days of the Effective Date. The Settlement Administrator must submit an invoice to Mercer for payment of all remaining Notice and Settlement Administration Costs within 5 days of the Effective Date or as soon as all Claim deficiencies are resolved via the Dispute Resolution process set forth in ¶ 2.3.

9.5 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

9.6 No Person shall have any claim against the Settlement Administrator, Mercer, Class Counsel, Plaintiffs, and/or Defense Counsel based on distributions of benefits to Settlement Class Members.

9.7 The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement. Each Class Representative and

Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds pursuant to this Agreement.

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

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

- a. the Court has entered the Preliminary Approval Order and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 8.1;
- b. Mercer has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 3.3;
- c. the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d. the Judgment has become Final, as defined in ¶ 1.11.

10.2 If all conditions specified in ¶ 10.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 10.4 unless Class Counsel and Defense Counsel mutually agree in writing to proceed with the Settlement Agreement.

10.3 Within seven days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to Defense Counsel a complete list of all timely and valid requests for exclusion (the “Opt-Out List”).

10.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 6.1, 6.2, and 6.3 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party’s counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further

force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Mercer shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class above and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

11. Miscellaneous Provisions

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

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

11.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

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

11.5 This Agreement contains the entire understanding between Mercer and Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Mercer and Plaintiffs in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs.

11.6 Class Counsel, on behalf of the Settlement Class, is expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the

Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

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

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

11.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

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

11.11 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

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

11.13 Cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void 90 days after issuance and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until 180 days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be

extinguished, and Mercer shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than 180 days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

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

Settlement Timeline

<u>Grant of Preliminary Approval</u>	
Defendant provides list of Settlement Class Members to the Settlement Administrator	+10 days after Preliminary Approval
Long Form and Short Form Notices Posted on the Settlement Website	+30 days after Preliminary Approval
Notice Deadline	+30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	-14 days prior to the Objection Deadline and Opt-Out Deadline
Objection Deadline	+60 days after Notice Date
Exclusion Deadline	+60 days after Notice Date
Claims Deadline	+90 days after Notice Date
Settlement Administrator Provide List of Objections/Exclusions to Counsel	+7 days after deadline for Opt-Out
<u>Final Approval Hearing</u>	
Motion for Final Approval	At least 100 days after Preliminary Approval Order
	-14 Days before Final Approval Hearing
<u>Final Approval</u>	
Payment of Attorneys' Fees and Expenses and Class Representative Service Awards	+30 days after Effective Date
Payment of Claims	+35 days of the Effective Date or after all Claim deficiencies are resolved
Settlement Website Deactivation	+5 business days after last payment or credit is terminated

[SIGNATURE BLOCK ON FOLLOWING PAGE]

Date: 11/11/24

Date: _____

/s/ Christopher A. Wiech
Christopher A. Wiech
BAKER & HOSTETLER LLP
1170 Peachtree Street NE, Suite 2400
Atlanta, GA 30309-7676
Telephone: (404) 459-0050
Facsimile: (404) 459-5734
cwiech@bakerlaw.com

Attorney for Defendant

/s/

Kevin Laukaitis
LAUKAITIS LAW LLC
954 Avenida Ponce De Leon
Suite 205, #10518
San Juan, PR 00907
Telephone: (215) 789-4462
klaukaitis@laukaitislaw.com

William B. Federman
FEDERMAN & SHERWOOD
10205 N. Pennsylvania Ave.
Oklahoma City, OK 73120
Telephone: (405) 235-1560
wbf@federmanlaw.com

[SIGNATURE BLOCK ON FOLLOWING PAGE]

Date: _____

/s/ _____
Christopher A. Wiech
BAKER & HOSTETLER LLP
1170 Peachtree Street NE, Suite 2400
Atlanta, GA 30309-7676
Telephone: (404) 459-0050
Facsimile: (404) 459-5734
cwiech@bakerlaw.com

Attorney for Defendant

Date: November 14, 2024

/s/ 

Kevin Laukaitis
LAUKAITIS LAW LLC
954 Avenida Ponce De Leon
Suite 205, #10518
San Juan, PR 00907
Telephone: (215) 789-4462
klaukaitis@laukaitislaw.com



William B. Federman
FEDERMAN & SHERWOOD
10205 N. Pennsylvania Ave.
Oklahoma City, OK 73120
Telephone: (405) 235-1560
wbf@federmanlaw.com

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

PING WANG, EMILY LEHNES, EMILY RAMOS, JENNIFER KILKUS, and JOHN DOE, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

THE CORPORATION OF MERCER UNIVERSITY,

Defendant.

Civil Action No.:
5:23-cv-00193-TES

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter is before the Court for consideration of whether the Settlement reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed plan for notifying the Settlement Class approved. Having reviewed the proposed Settlement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement satisfies the criteria for preliminary approval, the proposed Settlement Class should be preliminarily certified, and the proposed notice plan approved.¹ Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

Provisional Certification of The Settlement Class

1. The Court provisionally certifies the following Settlement Class:

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement.

All persons who were notified that their information may have been impacted in the Data Incident. The Settlement Class specifically excludes: (i) Mercer and its respective officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge and/or magistrate assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

This Settlement Class is provisionally certified for purposes of settlement only.

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

3. Ping Wang, Emily Lehnese, Emily Ramos, Jennifer Kilkus, and John Doe are designated and appointed as the Settlement Class Representatives.

4. William B. Federman of Federman & Sherwood and Kevin Laukaitis of Laukaitis Law LLC, who were previously appointed by the Court as interim Co-Lead Class Counsel, are designated as Class Counsel pursuant to Fed. R. Civ. P. 23(g). The Court finds that Mr. Federman and Mr. Laukaitis are experienced and will adequately protect the interests of the Settlement Class.

Preliminary Approval of the Proposed Settlement

5. Upon preliminary review, the Court finds the proposed Settlement is fair, reasonable, and adequate, otherwise meets the criteria for approval, and warrants issuance of notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

Final Approval Hearing

6. A Final Approval Hearing shall take place before the Court on _____, 2024, at ___ a.m./p.m. in the William A. Bootle Federal Building & United States Courthouse, 475 Mulberry Street, Macon, Georgia 31201, to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all claims in the Consolidated Class Action Complaint and Action should be dismissed with prejudice; (c) Settlement Class Members should be bound by the releases set forth in the Settlement; (d) the proposed Final Approval Order and Judgment should be entered; (e) the application of Class Counsel for an award of attorney's fees, costs, and expenses should be approved; and (f) the Settlement Class Representatives are entitled to the requested service awards. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing.

7. Class Counsel shall submit their application for Attorneys' Fees and Expenses fourteen (14) days prior to the Objection Deadline and Opt-Out Deadline.

8. Any Settlement Class Member that has not timely and properly excluded itself from the Settlement in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, that no Settlement Class Member that has elected to exclude themselves from the Settlement shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

Administration

9. Epiq is appointed as the Settlement Administrator, with responsibility for reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members, and all other obligations of the Settlement Administrator as set forth in the Settlement. All Notice and Settlement Administration Costs incurred by the Settlement Administrator will be paid by the Defendant, as provided in the Settlement.

Notice to the Class

10. The Notice Plan, along with the Short Notice, Long Notice, and Claim Form attached to the Settlement as Exhibits A through C satisfy the requirements of Federal Rule of Civil Procedure 23 and due process and thus are approved. Non-material modifications to these exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Plan and to perform all other tasks that the Settlement requires.

11. The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Notice Plan, Short Notice, Long Notice, and Claim Form: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

Exclusions from the Class

12. Each Settlement Class Member wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest the Settlement Class Member's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than 60 days after the Notice Date (the "Opt-Out Deadline"). All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

Objections to the Settlement

13. A Settlement Class Member that complies with the requirements of this Order may object to the Settlement.

14. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is submitted to the Court on or before the Objection Deadline, which shall be 60 days after the Notice Date. For the objection to be considered by the Court, the written objection must include:

- a. the objector's full name and address;
- b. the case name and docket number: *Wang et al. v. The Corporation of Mercer University*, 5:23-cv-00193-TES (M.D. Ga.);
- c. a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire

Settlement Class, accompanied by any legal support for the objection the objector believes applicable;

- d. the identity of any and all counsel representing the objector in connection with the objection;
- e. a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and
- f. the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

15. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than 60 days from the Notice Date to Class Counsel and Defense Counsel (addresses below).

16. The objector or his or her counsel may also file their Objection with the Court through the Court’s ECF system, with service on Class Counsel and Defense Counsel, to be made through the ECF system. For all objections mailed to Class Counsel and Defense Counsel, Class Counsel will file them with the Court as an exhibit to Plaintiffs’ motion for final approval.

DEFENDANT’S COUNSEL	LEAD CLASS COUNSEL
Christopher A. Weich BAKER & HOSTETLER LLP 1170 Peachtree Street NE, Suite 2400 Atlanta, GA 30309-7676	William B. Federman FEDERMAN & SHERWOOD 10205 N. Pennsylvania Oklahoma City, OK 73120 and to: Kevin Laukaitis LAUKAITIS LAW LLC 954 Avenida Ponce De Leon Suite 205, #10518 San Juan, PR 00907

17. Any Settlement Class Member who fails to comply with the requirements for objecting pursuant to this Order shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

Claims Process and Distribution Plan

18. The Settlement establishes a process for assessing and determining the validity and value of claims and a methodology for paying Settlement Class Members that submit a timely, valid Claim Form. The Court preliminarily approves this process.

19. Settlement Class Members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Settlement, including the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any benefit under the Settlement, but who fail to submit a claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form, shall be forever barred from receiving any such benefit. Such Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement, including the releases included in the Settlement, and the Final Approval Order and Judgment.

Termination of the Settlement and Use of this Order

20. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including

any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

21. If the Settlement is not finally approved or there is no Effective Date under the terms of the Settlement, then this Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Settlement Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

Stay of Proceedings

22. Except as necessary to effectuate this Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and Judgment, or until further order of this Court.

Continuance of Final Approval Hearing

23. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

Actions By Settlement Class Members

24. The Court stays and enjoins, pending Final Approval of the Settlement, any actions, lawsuits, or other proceedings brought by Settlement Class Members against Defendant related to the Data Incident.

Summary of Deadlines

25. The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include but are not limited to the following:

<u>Grant of Preliminary Approval</u>	
Defendant provides list of Settlement Class Members to the Settlement Administrator	+10 days after Preliminary Approval
Long Form and Short Form Notices Posted on the Settlement Website	+30 days after Preliminary Approval
Notice Deadline	+30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	-14 days prior to the Objection Deadline and Opt-Out Deadline
Objection Deadline	+60 days after Notice Date
Exclusion Deadline	+60 days after Notice Date
Claims Deadline	+90 days after Notice Date
Settlement Administrator Provide List of Objections/Exclusions to Counsel	+7 days after deadline for Opt-Out
<u>Final Approval Hearing</u>	
	At least 100 days after Preliminary Approval Order
Motion for Final Approval	-14 Days before Final Approval Hearing
<u>Final Approval</u>	
Payment of Attorneys' Fees, Expenses, and Class Representative Service Award	+30 days after Effective Date
Payment of Claims	+35 days of the Effective Date or after all Claim deficiencies are resolved
Settlement Website Deactivation	+5 business days after last payment or credit is terminated

IT IS SO ORDERED this ____ day of _____, 2024.
