

## **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 36), for themselves and on behalf of the Settlement Class Members (as defined in Paragraph 35) (together “Plaintiffs”), and (2) the National Board of Examiners in Optometry, Inc. (“Defendant” or “NBEO”) (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 following actions: *Hutton, et al. v. National Board of Examiners in Optometry, Inc.*, 16-cv-03025-JKB (D. Md.); *Mizrahi v. National Board of Examiners in Optometry, Inc.*, 16-cv-03146-JKB (D. Md.); and *Liang, et al. v. National Board of Examiners in Optometry, Inc.*, 17-cv-1964-JKB (D. Md.) (collectively “the Actions”). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all of Plaintiffs’ Released Claims (defined below), upon and subject to the terms and conditions hereof.

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 Actions be settled, compromised, and dismissed with prejudice as to NBEO, subject to Court approval as required by Federal Rule of Civil Procedure 23, on the following terms and conditions:

### **I. DEFINITIONS**

As used herein, in addition to any definitions set forth elsewhere in this Agreement, the following terms shall have the meanings set forth below:

1. “Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with the Notice Plan and providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

2. “Approved Claim” means the timely submission of a Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator.

3. “Attested Time” means time spent remedying issues related to the Alleged Data Breach.

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

5. “Claims Deadline” means the last day to submit a timely Claims Form, which will occur ninety (90) days after the Notice Deadline.

6. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms to receive settlement benefits, which will end ninety (90) days after the Notice Deadline.

7. “Class Counsel” means Norman E. Siegel and J. Austin Moore of Stueve Siegel Hanson LLP.

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

9. “Credit Monitoring Services” means the services to be provided to Participating Settlement Class Members by Identity Guard referred to as the “Identity Guard Total Plan” (description available at: [www.identityguard.com/plans/total](http://www.identityguard.com/plans/total)).

10. “Alleged Data Breach” means a data security incident alleged in the Actions and allegedly discovered in or around June 2016 that is the subject of the Actions. NBEO denies that the Alleged Data Breach occurred, but to effect the Settlement Agreement and solely for the purposes of the evaluation of claims submitted pursuant to this Settlement Agreement, the Claims Administrator may accept the Actions’ claims of a NBEO data breach as true.

11. “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become final as set forth in Paragraph 84.

12. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

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

14. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule of Civil Procedure 23 and whether to issue the Final Approval Order and Judgment.

15. “Litigation Costs and Expenses” means costs and expenses incurred by counsel for Plaintiffs in connection with commencing, prosecuting, and settling the Actions.

16. “NBEO’s Counsel” means Claudia D. McCarron of Mullen Coughlin LLC.

17. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Administrative Expenses, (ii) Taxes and Tax-Related Expenses, (iii) expenses

associated with procuring Credit Monitoring Services, (iv) Service Awards Payments approved by the Court, and (v) Fee Award and Costs approved by the Court.

18. “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.

19. “Notice Deadline” means the last day by which Notice must issue to the Settlement Class Members, and will occur thirty (30) days after entry of the Preliminary Approval Order.

20. “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.

21. “Objection Deadline” means thirty (30) days after the Notice Deadline.

22. “Opt-Out Deadline” means thirty (30) days after the Notice Deadline.

23. “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 Alleged Data Breach, and that have not already been reimbursed by a third party, as set forth in Paragraph 47. Out-of-Pocket Losses may include, without limitation, unreimbursed costs associated with fraud or identity theft including professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Out-of-Pocket Losses may also include credit monitoring costs that were incurred between June 1, 2016 and the Notice Deadline and costs associated with freezing or unfreezing credit with any credit reporting agency. “Fairly traceable” shall be interpreted consistent with the guidelines set forth in Paragraph 48.

24. “Participating Settlement Class Members” means a Settlement Class Member who submits a valid Claim Form approved by the Settlement Administrator.

25. “Personal Information” means an individual’s name combined with his or her full nine-digit Social Security number.

26. “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 Approval 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.

27. “Released Parties” means those persons or entities released as specified in Paragraph 89.

28. “Releasing Parties” means the Settlement Class Representatives, as defined in Paragraph 36, and Settlement Class Members, as defined in Paragraph 35 below, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns.

29. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class.

30. “Service Award Payments” means compensation awarded by the Court and paid to Settlement Class Representatives in recognition of their role in this litigation, as set forth in Paragraph 96.

31. “Settlement” means the settlement of the Actions by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

32. “Settlement Administrator” means Heffler Claims Group. Class Counsel and NBEO may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

33. “Settlement Class” means “All individuals who had their Personal Information stored on NBEO’s systems prior to or as of November 15, 2018.” Excluded from the Settlement Class are: (i) NBEO, (ii) any entity in which NBEO has a controlling interest, (iii) NBEO’s officers, directors, legal representatives, successors, subsidiaries, and assigns; (iv) any judge, justice, or judicial officer presiding over the Actions and the members of their immediate families and judicial staff; and (v) any individual who timely and validly opts-out from the Settlement Class.

34. “Settlement Class List” means the list generated by NBEO containing the names, mailing addresses, and email addresses where known for all individuals who fall under the definition of the Settlement Class, which NBEO will provide to the Settlement Administrator within three (3) days of the Preliminary Approval Order.

35. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class and who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

36. “Settlement Class Representatives” mean Rhonda Hutton, Tawny Kaeochinda, Nicole Mizrahi, Brenda Liang, Jessica Olendorff, Kristine Ferguson, Julie Wolf, Camilla Dunn, Mark Garin, Natalie West, Andrea Robinson, Priscilla Pappas-Walker, and Lauren Nelson.

37. “Settlement Fund” means the sum of three million two hundred fifty thousand dollars (\$3,250,000.00), to be paid by NBEO as specified in Paragraphs 42-45, including any interest accrued thereon after payment.

38. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, 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 Complaints and such other documents as Class Counsel and NBEO agree to post or that the Court orders posted on the website. 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 forty-five (45) days after the Tail Deadline.

39. “Tail Deadline” means one hundred eighty-three (183) days after the Claims Deadline.

40. “Tail Period” means the period of time during which Settlement Class Members may submit Claim Forms to receive settlement benefits following the Claims Deadline and shall commence the day after the Claims Deadline and shall end on the date one hundred eighty two 182 days thereafter.

41. “Taxes and Tax-Related Expenses” means (i) any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon NBEO or its counsel with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund; (ii) any other taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

## **II. SETTLEMENT FUND**

42. **Establishment of Non-Reversionary Settlement Fund.** Within ten (10) calendar days of the Preliminary Approval Order, NBEO shall deposit the sum of three million two hundred fifty thousand dollars (\$3,250,000.00) into an account established and administered by the Settlement Administrator at a financial institution approved by Class Counsel and NBEO, and that shall be maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq.* The Settlement Fund will be non-reversionary.

43. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-

back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation (FDIC). Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

44. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled.

45. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) expenses associated with procuring Credit Monitoring Services; (iv) Service Awards Payments; (v) Fee Award and Costs; (vi) payments for Attested Time as described in Paragraph 49; and (vii) payments for Out-of-Pocket Losses as described in Paragraph 47. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

46. **Taxes and Representations.** All Taxes and Tax-Related Expenses relating to the Settlement Fund shall be considered an Administrative Expense and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. 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 from the Settlement Fund pursuant to this Agreement.

### **III. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES**

47. **Reimbursement for Out-of-Pocket Losses.** In addition to other Settlement benefits, each Settlement Class Member may submit a claim for up to \$7,500.00 for reimbursement of Out-of-Pocket Losses. To receive reimbursement for Out-of-Pocket Losses, Settlement Class Members must submit a valid Claim Form that includes the following: (i) third party documentation supporting the loss; (ii) 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; and (iii) a statement signed under penalty of perjury indicating that the amount claimed has not been reimbursed by any person or entity. Third-party documentation can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred. Self-prepared documents such as handwritten receipts are, by themselves, insufficient

to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

48. 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 Alleged Data Breach but may consult with Class Counsel in making individual determinations. In assessing what qualifies as “fairly traceable,” the Parties agree to instruct the Settlement Administrator to consider (i) whether the timing of the loss occurred on June 1, 2016, or thereafter; and (ii) whether the Personal Information used to commit identity theft or fraud consisted of the same type of Personal Information that was stored on NBEO’s systems. Costs expended for credit monitoring services, credit freezes, and professional services incurred to address identity theft or fraud after June 1, 2016 shall be presumed “reasonably incurred.”

#### **IV. REIMBURSEMENT FOR ATTESTED TIME**

49. **Reimbursement for Attested Time.** In addition to other Settlement benefits, each Settlement Class Member may submit a claim for reimbursement of Attested Time up to 40 hours at \$25 per hour. Settlement Class Members can receive reimbursement of Attested Time up to 20 hours at \$25 per hour with (i) an attestation; and (ii) a brief description of the actions taken in response to the Alleged Data Breach and the time associated with each action. Claims for reimbursement of Attested Time for more than 20 hours require (i) an attestation; and (ii) the submission of either documentation or a detailed description establishing how this time was expended and why it was necessary. Documentation in this respect can be “self-prepared” and may include handwritten notes or a detailed explanation of the time spent remedying issues related to the Alleged Data Breach. Claims for Attested Time are capped at \$1,000.00 per individual but may be combined with reimbursement for Out-of-Pocket Losses subject to the \$7,500.00 individual cap.

50. The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Attested Time but may consult with Class Counsel in making individual determinations.

#### **V. APPEALS PROCESS AND PAYMENT DEADLINES**

51. **Disputes and Appeals.** To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses or Attested Time 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 he or she 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 his or her right to dispute the determination in writing and request an appeal within thirty (30) days.

52. If a Settlement Class Member disputes a determination in writing and requests an appeal, the Settlement Administrator shall provide Class Counsel and NBEO's Counsel a copy of the Settlement Class Member's dispute and Claim Form along with all documentation or other information submitted by the Settlement Class Member. Class Counsel and NBEO's Counsel will confer regarding the claim submission, and their agreement on approval or denial of the Settlement Class Member's claim, in whole or part, will be final. If Class Counsel and NBEO's 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 Cathy Yanni of JAMS ADR or another 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.

53. **Right to Audit.** Class Counsel and NBEO's Counsel shall have the right to audit Claim Forms for completeness and validity. If there are questions regarding the completeness and validity of a claim, Class Counsel and NBEO's Counsel will confer regarding the submission and determine appropriate next steps, including seeking clarification from the Settlement Class Member, conferring with the Settlement Administrator, or submitting the dispute to the claims referee for a final determination.

54. **No Admission.** No decisions by the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by NBEO as to any matter of fact, law, or evidence having any collateral effect on any Claim hereunder or in any other proceeding or before any other forum or authority. Further, such decisions shall not be submitted to or admissible in any other forum or authority.

55. **Payment Timing.** Payments for Approved Claims for reimbursement for Out-of-Pocket Losses and/or Attested Time submitted during the Claims Period shall be issued in the form of a mailed check within thirty (30) days of the Effective Date, excluding claims still subject to the dispute process as set forth in Paragraphs 51-52, in which case such claims shall be paid within thirty (30) days of the final determination of those claims.

56. 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.



**V. CLAIMS, CAPS, AND DISTRIBUTION OF SETTLEMENT FUNDS**

57. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit electronically Claim Forms to the Settlement Administrator through the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline, or, where applicable, during the Tail Period and on or before the Tail Deadline.

58. **Individual Caps.** Participating Settlement Class Members are subject to an individual aggregate cap of \$7,500.00 for payments made under the Settlement. Participating Settlement Class Members may submit claims for reimbursement of both Attested Time and Out-of-Pocket Losses but the Participating Settlement Class Member's combined claims will be subject to the individual aggregate cap of \$7,500.00.

59. **Order of Distribution of Funds.** The Settlement Administrator must first use the available Net Settlements Funds to make payments for Approved Claims for Out-of-Pocket Losses. The Settlement Administrator shall then utilize the remaining funds to make payments for Approved Claims for Attested Time.

60. **Pro-Rata Contingencies.** In the event that the aggregate amount of all payments for reimbursement of Out-of-Pocket Losses exceeds the total amount of the Net Settlement Fund, then the value of such payments shall be reduced on a pro rata basis, such that the aggregate value of all payments for Out-of-Pocket Losses does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Approved Claims of Attested Time. In the event that (i) the aggregate amount of Approved Claims for Out-of-Pocket Losses does not exceed the Net Settlement Fund, and (ii) the aggregate amount of all Approved Claims for Attested Time is greater than the Net Settlement Fund, less the aggregate amount of Approved Claims for Out-of-Pocket Losses, then the value of each Participating Settlement Class Members' payment for Attested Time shall be reduced on a pro rata basis, equally, such that the aggregate value of all Approved Claims for Out-of-Pocket Losses and Attested Time do not exceed the Net Settlement Fund. All pro rata determinations required by this Paragraph shall be performed by the Settlement Administrator.

**VI. RESIDUAL FUNDS**

61. **Claims During Tail Period.** In the event that the Net Settlement Fund is not exhausted upon the Claims Deadline, then Settlement Class Members with Out-of-Pocket Losses incurred after the Claims Deadline may submit a claim for up to \$7,500.00 for reimbursement of Out-of-Pocket Losses during the Tail Period. To receive reimbursement for Out-of-Pocket Losses during the Tail Period, Settlement Class Members must submit a valid Claim Form that includes the following: (i) third party documentation supporting the loss; (ii) 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; and (iii) a statement signed under penalty of perjury indicating that the Settlement Class Member elected to receive the Credit Monitoring Services offered as part of the Settlement on or before the Claims Deadline and that the amount claimed has not been reimbursed by a person or entity. Third-party documentation can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs

incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Claims submitted during the Tail Period will be subject to the same dispute and appeals procedures as set forth in Paragraphs 51-52.

62. Settlement Class Members with Out-of-Pocket Losses incurred after the Claims Deadline can access and submit the Tail Period Claim Form at the Settlement Website, or request a hard copy of the Tail Period Claim Form from the Settlement Administrator that can be filled out and returned by mail. Settlement Class Members can make a claim for reimbursement of Out-of-Pocket Losses during both the Claims Period and Tail Period but the Settlement Class Member’s combined claims will be subject to the individual aggregate cap of \$7,500.00.

63. Payments for Approved Claims submitted during the Tail Period shall be issued in the form of a mailed check within thirty (30) days of approval or final determination of such claim. All payments for Approved Claims submitted during the Tail Period shall be issued no later than thirty (30) days after the Tail Deadline. Approved Claims submitted during the Tail Period will be paid on a first-come-first-serve basis until the Net Settlement Fund is exhausted or the Tail Deadline, whichever occurs first.

64. **Residual Funds.** If the payments set forth in Paragraph 63 do not exhaust the Net Settlement Fund, then any remaining funds shall be distributed evenly to Participating Settlement Class Members who (i) submitted Approved Claims for Out-of-Pocket Losses and/or Attested Time during the Claims Period; and (ii) deposited or cashed their cash benefit check on or before the Tail Deadline. Payments made to Participating Settlement Class Members under this Paragraph are subject to the individual aggregate cap of \$7,500.00.

65. If the payments set forth in Paragraph 64 do not exhaust the Net Settlement Fund, then any remaining funds shall be distributed evenly to Participating Settlement Class Members who elected to enroll in Credit Monitoring Services but did not submit Approved Claims for Out-of-Pocket Losses and/or Attested Time during the Claims Period.

## **VI. CREDIT MONITORING SERVICES**

66. **Credit Monitoring Services.** In addition to other Settlement benefits, each Settlement Class Member is eligible to enroll in three (3) years of Credit Monitoring Services, regardless of whether the Settlement Class Member submits a claim for reimbursement of Out-of-Pocket Losses or Attested Time. The features provided with the Credit Monitoring Services include:

- a. Three-bureau credit monitoring providing notice of changes to the Participating Settlement Class Member’s credit profile with Equifax, Experian, and TransUnion;
- b. Up to \$1 million dollars reimbursement insurance from AIG covering losses due to identity theft or fraud;

- c. Real time instant authentication alerts when someone attempts to make a change to the Participating Settlement Class Member's personal account information within Identity Guard's network;
- d. LexisNexis Authentication Alerts utilizing LexisNexis' database of legal, governmental and newsworthy incidents (for example, the system searches payday-loan providers and court records, and also monitors the top ten largest U.S. financial institutions, for attempted or actual fraudulent use of the Participating Settlement Class Member's information);
- e. Dark Web Monitoring providing notification if the Participating Settlement Class Member's information such as Social Security number, credit card numbers, financial account numbers, and health insurance number are found on the Dark Web;
- f. Threat Alerts powered by IBM "Watson" providing proactive alerts about potential threats relevant to the Participating Settlement Class Member found by IBM Watson's artificial intelligence, for instance: breaches, phishing scams, and malware vulnerabilities;
- g. Customer support and victim assistance provided by Identity Guard;
- h. Anti-phishing and safe Apps for iOS & Android Mobile devices; and
- i. Safe browsing software for PC & Mac to help protect the Participating Settlement Class Member's computer against malicious content with an add-on for Safari, Chrome, and Firefox web browsers that delivers proactive malware protection by blocking various malware delivery channels including phishing, malvertisements, and Flash (the extension also blocks content and tracking cookies to help protect personal information).

67. **Identity Restoration Services.** Identity Guard shall provide identity restoration services to all Settlement Class Members (whether or not they make any other claim), for a period of three (3) years from the Effective Date. Identity restoration services provide for professional fraud resolution and identity recovery assistance by U.S.-based agents to Settlement Class Members who experience identity theft or fraud.

68. **Activation Codes.** The Settlement Administrator shall send to each valid Credit Monitoring Services claimant within thirty (30) days of the Effective Date an activation code to be used to activate Credit Monitoring Services via an enrollment website maintained by Identity Guard. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. 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. Identity Guard shall provide Credit Monitoring Services to all valid claimants who timely activate those services for three (3) years from the date of activation.

## **VII. CONTRACTUAL BUSINESS PRACTICE COMMITMENTS**

69. **Contractual Business Practice Commitments and Remedial Measures.** NBEO agrees to adopt and implement at least the following contractual business practice commitments and remedial measures for, except as provided below, a period of at least three (3) years following the Effective Date:

- a. **Risk Assessment** - Within forty-five (45) days after the Court grants final settlement approval, NBEO will retain and pay for an independent security firm, which is both certified and accredited for security testing and best practices, to conduct a written risk assessment of NBEO's data security and data retention practices. The written risk assessment shall be conducted applying guidance from the National Institute of Standards and Technology or another comprehensive and defined standard.
- b. **Safeguard Design Resulting From Risk Assessment** – NBEO will design and implement reasonable safeguards to manage the risks, if any, identified through the risk assessment. Following such implementation, NBEO shall provide to Class Counsel an affidavit confirming that the risk assessment was completed and that NBEO has implemented necessary steps to address the findings of the risk assessment based on the threat levels set forth in the assessment.
- c. **Third-Party Compliance** – NBEO shall require all third-party vendors engaged for purposes of data storage, retention, or security to adopt the same reasonable safeguards and data security and data retention practices adopted by NBEO.
- d. **Vulnerability Assessment** - NBEO will implement automated vulnerability scanning tools, including the implementation of an artificial intelligence cyber-defense solution, that cover all systems, regardless of operating system, database, or location, and set policies for prompt remediation of any discovered vulnerabilities.
- e. **Security Program** – NBEO will evaluate and adjust as reasonably necessary its systems on which exam-takers' personal information is stored in light of: (i) the results of the testing and monitoring required by this Agreement; (ii) any material changes to its operations or business arrangements; or (iii) any other circumstances that it knows or has reason to know may have a material impact on the effectiveness of its security program.
- f. **Review of Policies and Procedures** – NBEO will periodically review and revise its policies and procedures addressing data security as reasonably necessary.
- g. **Encryption** - NBEO will encrypt all Personal Information stored in databases maintained by NBEO with certificate-based AES 256 encryption.

- h. **Social Security Numbers** – In perpetuity, NBEO will no longer store full nine-digit Social Security Numbers in its electronic databases.
- i. **Purge Historical SSNs** - NBEO will delete and purge all historical exam-takers' full nine-digit Social Security Numbers stored in its electronic databases.
- j. **Firewall Implementation** - NBEO will place all systems containing exam-takers' personal information behind application firewalls and block unauthorized traffic.
- k. **Limit Remote Access of NBEO Employees** - NBEO will limit remote access of NBEO employees based on need and job description aside from the system administrators. Remote access may be granted to an employee due to a medical condition or in response to a catastrophic event or emergency requiring NBEO to function off-site.
- l. **Limit Access Privileges of NBEO Employees** - NBEO will limit access for NBEO employees based on need and job description.
- m. **Implement Password Policies** - NBEO will verify, and have management attest, that all default passwords are changed to follow password policies that comply with best practices.
- n. **Employee Education and Training** – NBEO will maintain a program to educate and train its employees on the importance of the privacy and security of exam-takers' personal information. All employees will be required to attend annual in-person security awareness training.

70. **Costs.** All costs associated with implementing the contractual business practice commitments and remedial measures set forth in Paragraph 69 will be borne by NBEO separate and apart from the Settlement Fund.

71. **Enforcement.** Concurrently with the affidavit NBEO provides to Class Counsel pursuant to Paragraph 69(b), NBEO will provide to Class Counsel an affidavit confirming that each of the contractual business practice commitments set forth above have been implemented. Such affidavit will be treated as confidential and cannot be used for any purpose other than enforcement of this Settlement Agreement.

## **VII. SETTLEMENT CLASS NOTICE**

72. **Direct Mail Notice.** Within three (3) days after the date of the Preliminary Approval Order, NBEO shall provide the Settlement Class List to the Settlement Administrator. Within twenty-one (21) days after receipt of Settlement Class List, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class via U.S. Mail. Settlement Class Members may mail the Claim Form attached to the Notice, or use the unique Settlement Class Member identifier contained in the Notice to log on to the Settlement Website and either

download a Claim Form or submit the Claim Form online. The Settlement Administrator shall use other reasonable fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Settlement Class Members, and (ii) submission of more than one Claim Form per person. In the event a Claim Form is submitted without a unique Settlement Class Member identifier the Settlement Administrator shall employ reasonable effort to ensure that the Claim is valid.

73. **E-Mail Notice.** For Settlement Class Members who have an ascertainable e-mail address, the Settlement Administrator shall also disseminate Notice to the members of the Settlement Class via e-mail. Notice shall be disseminated by e-mail as soon as practicable after the Settlement Class Member's e-mail address is ascertained. The Settlement Administrator may also transmit periodic email reminders of the opportunity to file a Claim Form prior to the Claim Deadline.

### **VIII. OPT-OUTS AND OBJECTIONS**

74. **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 thirty (30) 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 from the Settlement in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

75. **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 thirty (30) calendar days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Notice must set forth the time and place of the Final Approval Hearing and 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 Approval Hearing and shall be forever barred from making any objection to the Settlement.

76. 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. Further, Settlement Class Representatives agree they will not disparage the Settlement in any public forum.

**IX. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

77. **Duties.** The Settlement Administrator shall perform the functions as specified in this Agreement and Exhibits, 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 and Attested Time in accordance with the processes and criteria set forth herein.

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

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- 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 that, among other things, allows Settlement Class Members to submit claims electronically;
- 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 or emailed Settlement Class Member inquiries;
- g. Mailing to Settlement Class Members who request it paper copies of the Notice and/or Claim Forms;
- h. Reviewing, determining the validity of, and responding to all Claims submitted by Settlement Class Members;
- i. Paying Taxes and Tax-Related Expenses;
- j. After the Effective Date, processing and transmitting distributions to Settlement Class Members;

- k. Processing all objections and Requests for Exclusion from the Settlement Class;
- l. Working with the provider of Credit Monitoring Services to receive and send activation codes within thirty (30) days of the Effective Date;
- m. Receiving Requests for Exclusion and objections from Settlement Class Members and providing the Parties a copy thereof no later than five (5) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and NBEO's Counsel;
- n. Providing weekly or other periodic reports to Class Counsel and NBEO's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or NBEO's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- o. Providing weekly reports and, no later than seven (7) days after the Opt-Out and Objection Deadlines, a final report to Class Counsel and NBEO's Counsel, that summarizes the number of written Requests for Exclusion, objections, and other pertinent information as requested by Class Counsel or NBEO's Counsel;
- p. Making available for inspection by Class Counsel and NBEO's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;
- q. Cooperating with any audit by Class Counsel or NBEO's Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement;
- r. 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;
- s. Providing weekly reports and a final report to Class Counsel and NBEO's 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 Class Counsel or NBEO's Counsel; and

- t. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel or NBEO's Counsel, including, but not limited to, verifying that cash payments have been distributed.

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

80. The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and NBEO's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

## **X. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JUDGMENT**

81. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion to permit issuance of class notice of proposed class action settlement and for certification of settlement class with the Court on or before March 4, 2019. The Parties agree that if the Court does not grant either preliminary approval or final approval of this Settlement, or if the Settlement is terminated in accordance with Paragraph 86, the stipulation regarding class certification will be void and of no further force or effect.

82. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Claims Deadline, Objection Deadline, and Opt-Out Period; and at least ninety (90) days after NBEO notifies the appropriate government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

83. **Judgment.** As part of its final approval filings, Class Counsel shall move the Court for the issuance of a Judgment, which will grant final approval of this Agreement and among other things shall:

- a. Dismiss the Actions with prejudice and without costs, except as contemplated by this Agreement;
- b. Bar and enjoin the Parties from asserting released claims pursuant to this Agreement;
- c. Determine that this Agreement is entered into in good faith and represents a fair, reasonable, and adequate settlement that is in the best interests of the members of the Settlement Class; and
- d. Preserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including NBEO and all Settlement Class Members, to administer, supervise, construe, and enforce this Agreement in accordance with its terms for the mutual benefit of the Parties, but without affecting the finality of the Judgment.

**XI. EFFECTIVE DATE AND TERMINATION**

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

- a. NBEO 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 Plaintiffs' 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.

85. 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 or costs and expenses in the amounts requested by Class Counsel. 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 Award and Costs to Class Counsel. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the Fee Award and Costs shall constitute grounds for cancellation or termination of this Agreement.

86. This Settlement may be terminated by either Class Counsel or NBEO by serving on counsel for the opposing Party and filing with the Court a written notice of termination within twenty (20) days (or such longer time as may be agreed between Class Counsel and NBEO) after any of the following occurrences:

- a. Class Counsel and NBEO agree to termination before the Effective Date;
- b. The Court declines to preliminarily approve the Settlement in any material respect;
- c. The Court declines to grant final approval of the Settlement in any material respect; or
- d. The Effective Date does not occur.

87. NBEO 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.

88. In the event of a termination as provided in Paragraphs 86 and 87, 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 Actions 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.

## **XII. RELEASES**

89. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully and irrevocably released and forever discharged NBEO and each of its present and former directors, officers, employees, predecessors, successors, assigns, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, and the predecessors, successors, and assigns of each of them (collectively, the "Released Parties"), of and 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 Alleged Data Breach, and conduct that was alleged or could have been alleged in the Actions, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or

remedies relating to, based upon, resulting from, or arising out of (1) the alleged access to Settlement Class Members' Personal Information maintained by NBEO by an unauthorized individual; (2) NBEO's alleged failure to provide notice of the Alleged Data Breach; (3) NBEO's maintenance of Settlement Class Members' Personal Information; (4) NBEO's information security policies or practices; and (5) any event, matter, dispute, or thing that in whole or in part, directly or indirectly, relates to or arises out of the Alleged Data Breach and (1) through (5) above (the "Released Claims").

90. For avoidance of doubt, the Released Claims include any claims that result from, arise out of, are based upon, or relate to the Alleged Data Breach or could have been alleged in the Actions that the Releasing Party may have under the law of any jurisdiction, including without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action arising under any data breach statutes in effect in the United States; causes of action under the common or civil laws of any state in the United States, including but not limited to unjust enrichment, negligence, bailment, conversion, negligence per se, breach of express contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the Constitution of the United States or of any states in the United States; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, identity theft insurance, statutory penalties, the appointment of a receiver, and any other form of relief. The Released Claims do not include any claims by the Parties hereto to enforce the terms of the Settlement.

91. As of the Effective Date, the Releasing Parties 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 the participation in the Settlement as provided herein) in which any of the Released Claims is asserted.

92. As of the Effective Date, NBEO and its representatives, officers, agents, directors, affiliates, employees, insurers, and attorneys absolutely and unconditionally release and discharge Settlement Class Members, Settlement Class Representatives, 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 prosecution of the Actions, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims by the Parties hereto to enforce the terms of the Settlement).

93. Upon the Effective Date, Settlement Class Members, Settlement Class Representatives and all other Persons and entities whose claims are being released shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent

permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides 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.

94. Upon the Effective Date, Settlement Class Members, Settlement Class Representatives and all other Persons and entities whose claims are being released, also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Class Members acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever to settle and release the Released Claims, notwithstanding any unknown claims they may have, as that term is defined in this Paragraph.

95. Settlement Class Members and Settlement Class Representatives and/or any Releasing Party may hereafter discover acts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of Paragraphs 89-94, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Paragraph and Paragraphs 89-94.

### **XIII. SERVICE AWARDS**

96. The Parties agree that Settlement Class Representatives and Class Counsel may seek Service Awards to the Settlement Class Representatives not to exceed \$2,000.00 per Settlement Class Representative. Any requests for such awards must be filed at least twenty-one (21) days before the Opt-Out and Objection Deadlines. The Settlement Administrator shall make the Service Awards Payments to the Settlement Class Representatives from the Settlement Fund. Such Service Awards Payments shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than five (5) calendar days after the Effective Date.

97. In the event the Court declines to approve, in whole or in part, the payment of the Service Awards in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of Service Awards shall constitute grounds for cancellation or termination of this Agreement.

**XIV. ATTORNEYS' FEES, COSTS, EXPENSES**

98. At least twenty-one (21) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses to be paid from the Settlement Fund. NBEO agrees not to oppose Class Counsel's request for an award of attorneys' fees not to exceed 30% of the Settlement Fund and reimbursement of litigation costs and expenses not to exceed \$125,000.00. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement, Class Counsel shall provide to NBEO and the Settlement Administrator a properly completed and duly executed IRS Form W-9. Fee Award and Costs shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than five (5) calendar days after the Effective Date.

99. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys for Plaintiffs. NBEO shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

100. The Settlement is not conditioned upon the Court's approval of the Fee Award and Costs or the Service Awards.

**XV. NO ADMISSION OF LIABILITY**

101. NBEO disputes the claims alleged in the Actions and does not by this Agreement or otherwise admit any liability or wrongdoing of any kind. NBEO 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 Actions.

102. Class Counsel and Settlement Class Representatives believe that the claims asserted in the Actions 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 Actions. 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.

103. 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.

104. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) 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 (ii) is or may be

deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by NBEO in the Actions or in any proceeding in any court, administrative agency or other tribunal.

## **XVI. MISCELLANEOUS**

105. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

106. **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.

107. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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

109. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

110. **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.

111. **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.

112. **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 with the exception of the separate agreement as provided in Paragraph 87. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

113. **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.

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

115. **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 electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

116. **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.

117. **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 NBEO provided for herein, shall be sent by overnight mail to:

Claudia D. McCarron  
**MULLEN COUGHLIN LLC**  
1275 Drummers Lane, Suite 302  
Wayne, PA 19087

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.

118. **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.





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Rhonda Hutton

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Tawny Kaeochinda

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**THE NATIONAL BOARD OF  
EXAMINERS IN OPTOMETRY, INC.**

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S. Jill Bryant, O.D.  
Executive Director

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Date

**SETTLEMENT CLASS REPRESENTATIVES**

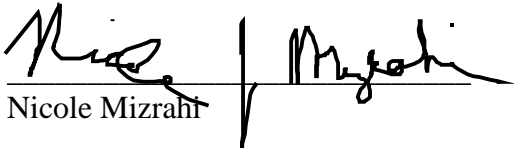
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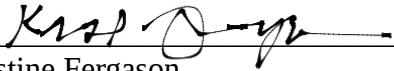
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Rhonda Hutton

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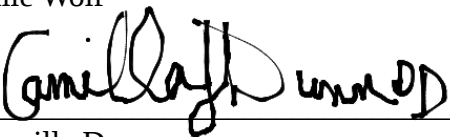
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Mark Garin

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02/26/2019

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*Natalie West*

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02/28/2019

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Priscilla Pappas-Walker

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Lauren Nelson

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Date

*Approved as to form and content:*

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Norman E. Siegel

STUEVE SIEGEL HANSON LLP

*Attorneys for Plaintiffs*

Date: \_\_\_\_\_

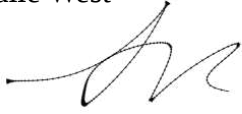
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Claudia D. McCarron

MULLEN COUGHLIN LLC

*Attorneys for Defendant*

Date: \_\_\_\_\_

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Natalie West



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Andrea Robinson

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Priscilla Pappas-Walker

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Lauren Nelson

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Date

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STUEVE SIEGEL HANSON LLP

*Attorneys for Plaintiffs*

Date: \_\_\_\_\_

\_\_\_\_\_  
Claudia D. McCarron

MULLEN COUGHLIN LLC

*Attorneys for Defendant*

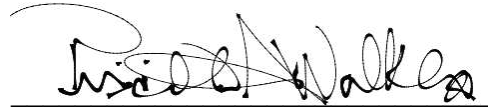
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Norman E. Siegel

\_\_\_\_\_  
Claudia D. McCarron

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*Attorneys for Plaintiffs*

*Attorneys for Defendant*

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Norman E. Siegel

\_\_\_\_\_  
Claudia D. McCarron

STUEVE SIEGEL HANSON LLP

MULLEN COUGHLIN LLC

*Attorneys for Plaintiffs*

*Attorneys for Defendant*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**THE NATIONAL BOARD OF  
EXAMINERS IN OPTOMETRY, INC.**

S. Jill Bryant, O.D.  
S. Jill Bryant, O.D.  
Executive Director

2-27-2019  
Date

**SETTLEMENT CLASS REPRESENTATIVES**

Rhonda Hutton

Date

Tawny Kaeochinda

Date

Nicole Mizrahi

Date

Brenda Liang

Date

Jessica Olendorff

Date

Kristine Ferguson

Date

Julie Wolf

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Camilla Dunn

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Lauren Nelson

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Date

*Approved as to form and content:*

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Norman E. Siegel

STUEVE SIEGEL HANSON LLP

*Attorneys for Plaintiffs*

Date: \_\_\_\_\_



\_\_\_\_\_  
Claudia D. McCarron

MULLEN COUGHLIN LLC

*Attorneys for Defendant*

Date: 3/1/19

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Lauren Nelson

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Date

*Approved as to form and content:*



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Norman E. Siegel

STUEVE SIEGEL HANSON LLP

*Attorneys for Plaintiffs*

Date: 3-1-19\_\_\_\_\_

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Claudia D. McCarron

MULLEN COUGHLIN LLC

*Attorneys for Defendant*

Date: \_\_\_\_\_



# EXHIBIT 1

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

*Rhonda Hutton, et al., v. National Board of Examiners in Optometry, Inc.*, No. 16-cv-03025-JKB (D. Md.); *Nicole Mizrahi v. National Board of Examiners in Optometry, Inc.*, No. 16-cv-03146-JKB (D. Md.); and *Brenda Liang, et al., v. National Board of Examiners in Optometry, Inc.*, No. 17-cv-1964-JKB (D. Md.)

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## **NATIONAL BOARD OF EXAMINERS IN OPTOMETRY CLASS ACTION SETTLEMENT**

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**TO: All individuals whose personal information was stored in the databases of the National Board of Examiners in Optometry (“NBEO”) on or before November 15, 2018.**

A Class Action Settlement has been proposed in litigation against the National Board of Examiners in Optometry, Inc. (“NBEO”) relating to an alleged data breach that occurred in or about June 2016 (“Alleged Data Breach”). You are receiving this notice because you are “Settlement Class Member” who is entitled to benefits from a class action settlement. **The easiest way to submit a claim under the settlement is online at [www.NBEOsettlement.com](http://www.NBEOsettlement.com).**

Under the terms of the settlement, NBEO has agreed to establish a fund of \$3.25 million that will be used to pay for the following forms of relief: (1) reimbursement for out-of-pocket losses fairly traceable to the Alleged Data Breach up to \$7,500 per individual; (2) reimbursement for time spent remedying issues relating to the Alleged Data Breach up to \$1,000 per individual; (3) three years of free, three-bureau credit monitoring through Identity Guard; and (4) access to identity restoration resolution services for all class members. As part of the Settlement, NBEO has also agreed to upgrade its data security practices. 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:** The Settlement Fund will be used to reimburse Settlement Class Members for out-of-pocket losses fairly traceable to the Alleged Data Breach, up to \$7,500 per individual (“Out-of-Pocket Losses”).
- **Reimbursement for Attested Time:** The Settlement Fund will be used to reimburse Settlement Class Members for time spent remedying issues related to the Alleged Data Breach for up to 40 hours at \$25 per hour (“Attested Time”).
- **Three-Bureau Credit Monitoring Services:** All Settlement Class Members are eligible to enroll in three (3) years of Identity Guard’s “Total Plan” credit monitoring services at no cost, regardless of whether you submit a claim for Out-of-Pocket Losses or Attested Time. These services retail for nearly \$720 per individual and include daily credit monitoring of your credit file at Experian, Equifax, and TransUnion, a \$1 million identity theft insurance policy, identity restoration services, and additional features discussed below (“Credit Monitoring Services”).
- **Identity Restoration and Fraud Resolution Services:** Regardless of whether you submit a claim under the Settlement, all Settlement Class Members will be eligible to access identity restoration services offered through Identity Guard, including professional fraud resolution assistance to help with identity recovery and restoration in case you experience identity theft or fraud in the future, for a period of three (3) years (“Identity Restoration Services”).
- **NBEO Business Practice Changes:** NBEO has agreed to upgrade its data security practices, including retaining an independent security firm to conduct a written risk assessment of NBEO’s data security, encrypting exam-takers’ personal information, and no longer storing full nine-digit Social Security numbers in its electronic databases.

Questions? Go to [www.NBEOsettlement.com](http://www.NBEOsettlement.com) or call [PHONE NUMBER]

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		<b>DEADLINE</b>
<b>File a claim for out-of-pocket losses or attested time</b>	<p>You must submit a claim in order to receive reimbursement for Out-of-Pocket Losses and/or loss of time. You may claim Out-of-Pocket Losses, Attested Time, and Credit Monitoring Services under the Settlement.</p> <p>For more detailed information, see Questions 7-9.</p>	<b>DATE</b>
<b>File a claim for credit monitoring services</b>	<p>You must submit a claim in order to receive the Credit Monitoring Services offered under the Settlement.</p> <p>For more detailed information, see Question 8.</p>	<b>DATE</b>
<b>Access identity restoration services</b>	<p>You may access Identity Restoration Services after the settlement becomes final, whether or not you make a claim under the Settlement.</p> <p>For more detailed information, see Question 9.</p>	No deadline
<b>Exclude yourself</b>	<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 NBEO for claims related to the Alleged Data Breach. If you opt-out, you may not make a claim for benefits under the settlement.</p> <p>For more detailed information, see Question 18.</p>	<b>DATE</b>
<b>Object or comment on the settlement</b>	<p>You may object to the Settlement by writing to the Settlement Administrator and explaining why you don’t think the Settlement 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 <a href="http://www.NBEOsettlement.com">www.NBEOsettlement.com</a>.</p> <p>For more detailed information, see Question 19.</p>	<b>DATE</b>
<b>Do nothing</b>	<p>If you do nothing, you will not be eligible to receive reimbursement for Out-Of-Pocket Losses or Attested Time or enroll in Credit Monitoring Services. You will be eligible to access Identity Restoration Services through Identity Guard. If the Settlement becomes final, you will give up your rights to sue NBEO separately relating to the Alleged Data Breach.</p>	No deadline

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## **BASIC INFORMATION AND OVERVIEW**

### **1. Why did I get this Notice?**

You received this notice because NBEO's records reflect that your information was in its databases at the time of the Alleged Data Breach. 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?**

Plaintiffs allege that in the summer of 2016, optometrists from around the country began to notice that fraudulent accounts were being applied for using their names and Social Security numbers. Other forms of fraud also occurred. The potential breach was widely reported within the optometric community. The optometrists determined that the only common source amongst them and to which they had all given their personal information was the NBEO, where every graduating optometry student has to submit their personal information to sit for board exams.

Thereafter, three class action lawsuits were filed in the United States District Court for the District of Maryland by individuals affected by the Alleged Data Breach. The judge overseeing the cases is the Honorable James K. Bredar. The Court consolidated the cases to proceed together under the caption *Hutton v. National Board of Examiners in Optometry, Inc.*, No. 16-cv-03025-JKB. The individuals who sued are called the "Plaintiffs." NBEO is the "Defendant." The most recent version of the lawsuit, which describes the specific legal claims alleged by the Plaintiffs, is available at [www.NBEOsettlement.com](http://www.NBEOsettlement.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 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 Alleged Data Breach, 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 NBEO. 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 class representatives appointed to represent the class and the attorneys for the settlement class ("Class Counsel," see Question 15) 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 if your personal information was stored in NBEO's systems as of November 15, 2018 or you received this settlement notice stating that you are a class member.

Excluded from the Settlement are:

- NBEO and its officers, directors, legal representatives, successors, subsidiaries, and assigns;
- The presiding judge and any judicial staff or immediate family members; and
- Any class member who excludes himself or herself from the Settlement (see Question 18).

**If you are not sure whether you are included in the settlement class, call [PHONE NUMBER].**

Questions? Go to [www.NBEOsettlement.com](http://www.NBEOsettlement.com) or call [PHONE NUMBER]

**THE SETTLEMENT BENEFITS**

**6. What does the Settlement provide?**

The Settlement requires NBEO to fund a cash settlement fund of \$3,250,000 that will be used to provide the following benefits:

- Cash reimbursement for Out-of-Pocket Losses fairly traceable to the Alleged Data Breach (see Question 7);
- Cash reimbursement for Attested Time spent remedying issues related to the Alleged Data Breach (see Question 7);
- Free Credit Monitoring Services (see Question 8);
- Free Identity Restoration Services (see Question 9);
- Attorneys' fees and expenses as approved by the Court (see Question 16), service awards for the class representatives as approved by the Court (see Question 17), and the costs of notifying the class and administering the Settlement.

NBEO has also agreed to significantly upgrade its data security practices (see Question 10).

**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 Alleged Data Breach, or to protect yourself from future harm, then you can submit a claim for reimbursement up to \$7,500. Out-of-Pocket losses that are eligible for reimbursement through the Settlement may include, without limitation, the following costs related to the Alleged Data Breach and incurred after June 1, 2016:

- Unreimbursed costs associated with fraud or identity theft;
- Professional fees including attorneys' fees, accountants' fees and fees for credit repair services;
- Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges;
- Costs of credit monitoring or other identity theft protection services incurred after June 1, 2016;
- Costs associated with freezing or unfreezing credit with any credit reporting agency.

This list provides examples only, and other losses or costs traceable to the Alleged Data Breach 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 a claim for Out-of-Pocket Losses is **[DATE]** (this is the last day to file online and postmark is deadline for mailed claims).

**Settlement Benefit: Reimbursement for Attested Time:** If you spent time remedying issues related to the Alleged Data Breach, then you may also make a claim for reimbursement for up to 40 hours at \$25 per hour.

You may receive reimbursement for up to 20 hours at \$25 per hour with an attestation and a brief description of (i) the actions taken in response to the Alleged Data Breach and (ii) the time associated with each action. Claims for reimbursement for more than 20 hours require an attestation and the submission of either documentation or a detailed description establishing how this time was expended and why it was necessary. Documentation may include handwritten notes or a detailed explanation of the time spent remedying issues related to the Alleged Data Breach. Claims for Attested Time are capped at \$1,000 per individual but may be combined with reimbursement for Out-of-Pocket Losses subject to an individual aggregate cap of \$7,500.

Questions? Go to [wwwwww.NBEOsettlement.com](http://wwwwww.NBEOsettlement.com) or call [PHONE NUMBER]

If the number of claims exceeds the amount remaining in the settlement fund after the cost of notice and settlement administration is paid, and any amounts awarded to Class Counsel for attorneys' fees and expenses and to the class representatives for service awards are paid, payments will be reduced and distributed on a proportional basis.

The Settlement Administrator has the authority to determine the validity of claims for Attested Time. Only valid claims will be paid. The deadline to file a claim for Attested Time is [DATE].

#### **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 enroll in three (3) years of Identity Guard's IG Total Plan credit monitoring services at no cost. These services retail for nearly \$720 per individual and include the following features:

- Three-bureau credit monitoring providing notice of changes to the consumer's credit profile with Equifax, Experian, and TransUnion;
- Up to \$1 million dollars reimbursement insurance from AIG covering losses due to identity theft or fraud;
- Real time instant authentication alerts when someone attempts to make a change to the consumer's personal account information within Identity Guard's network;
- LexisNexis Authentication Alerts utilizing LexisNexis' database of legal, governmental and newsworthy incidents (for example, the system searches payday-loan providers and court records, and also monitors the top ten largest U.S. financial institutions, for attempted or actual fraudulent use of the user's information);
- Dark Web Monitoring providing notification if the consumer's information such as Social Security number, credit card numbers, financial account numbers, and health insurance number are found on the Dark Web;
- Threat Alerts powered by IBM "Watson" providing proactive alerts about potential threats relevant to the consumer found by IBM Watson's artificial intelligence, for instance: breaches, phishing scams, and malware vulnerabilities;
- Customer support and victim assistance provided by Identity Guard;
- Anti-phishing and safe Apps for iOS & Android Mobile devices; and
- Safe browsing software for PC & Mac to help protect the consumer's computer against malicious content.

If you submit a valid claim form and elect to enroll in Credit Monitoring Services, you will receive enrollment instructions by email shortly after final approval of the Settlement. You may make a claim for both reimbursement for Out-of-Pocket Losses and/or Attested Time and Credit Monitoring Services.

#### **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 Restoration Services through Identity Guard 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.

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.NBEOsettlement.com](http://www.NBEOsettlement.com), or calling toll free number [PHONE NUMBER] and requesting your enrollment number from the Settlement Administrator.

**10. Will the Settlement help protect information stored by NBEO from a future Data Breach?**

**Settlement Benefit: Data Security Practice Changes and Commitments by NBEO:**

NBEO will implement security practices to help protect the personal information of its exam-takers. This includes retaining and paying for an independent security firm to conduct a confidential written risk assessment that NBEO will use to design and implement reasonable safeguards to manage any risks identified. In addition, NBEO has agreed to implement automated vulnerability scanning tools and to address discovered vulnerabilities, to encrypt all personal information stored in its databases and to implement firewall protection for such personal information.

NBEO has also agreed to limit access privileges to its employees and to permit remote access only where appropriate, to implement best practices in password policies, to educate and train its employees in data security awareness, and to require all third-party vendors engaged for purposes of data storage, retention, or security to adopt the same data security practices as NBEO. NBEO has agreed to implement these practices for a period of three years from the date the Settlement goes into effect. In addition, NBEO has agreed to no longer store full nine-digit Social Security numbers in its electronic databases.

**11. What happens if there are leftover settlement funds?**

If payments for Attested Time and Out-of-Pocket Losses do not exhaust the settlement fund, then there will be an additional 6-month claims period during which Settlement Class Members can submit claims for reimbursement of Out-of-Pocket Losses incurred after the Claims Deadline (the “Tail Period”). To make claims during the Tail Period, Settlement Class Members must have elected to enroll in Credit Monitoring Services during the initial Claims Period. Claims approved during the Tail Period will be paid on a first-come-first-serve basis until the settlement fund is exhausted or the Tail Deadline, whichever occurs first.

If payments made during the Tail Period do not exhaust the settlement fund, then any remaining funds will be distributed evenly to Settlement Class Members who submitted approved claims for Out-of-Pocket Losses and/or Attested Time during the initial Claims Period and deposited or cashed their cash benefit check on or before the Tail Deadline. Residual payments made to Settlement Class Members are subject to the individual aggregate cap of \$7,500. If these payments do not exhaust the Settlement Fund, then any remaining funds will be distributed evenly to Settlement Class Members who elected to enroll in Credit Monitoring Services during the initial Claim Period, but did not submit approved claims for Out-of-Pocket Losses and/or Attested Time. No settlement funds will revert back to NBEO.

**HOW TO GET SETTLEMENT BENEFITS**

**12. 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 for Attested Time or Out-of-Pocket Losses fairly traceable to the Alleged Data Breach, you will need to file a claim form. There are two options for filing claims:

- (1) File Online: You may fill out and submit the claim form online at [www.NBEOsettlement.com](http://www.NBEOsettlement.com). This is the quickest way to file a claim.
- (2) File by Mail: Alternatively, you may simply 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.NBEOsettlement.com](http://www.NBEOsettlement.com)), or ask the Settlement Administrator to mail a claim form to you by calling [PHONE NUMBER]. Fill out your claim form, and mail it

Questions? Go to [wwwwww.NBEOsettlement.com](http://wwwwww.NBEOsettlement.com) or call [PHONE NUMBER]



The deadline to file a claim is [DATE] (this is the last day to file online and postmark deadline for mailed claims). Note that to fill out and submit a claim form after the Claims Deadline, you will need to access and submit the post-deadline Claim Form online at [www.NBEOsettlement.com](http://www.NBEOsettlement.com); or contact the Settlement Administrator and request a hard copy of the post-deadline Claim Form that can be filled out and returned by mail.

**13. 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, please be patient. 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 that you will use at the Identity Guard website to activate your Credit Monitoring Services.

Checks for valid claims for Out-of-Pocket Losses and Attested Time will be mailed by the Settlement Administrator to the mailing address that you provide.

**LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT**

**14. 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 relating to the Alleged Data Breach against NBEO when the Settlement becomes final. By releasing your legal claims, you are giving up the right to file separate lawsuits against, or seek further compensation from NBEO for any harm related to the Alleged Data Breach—whether or not you are currently aware of those claims.

Unless you exclude yourself from the Settlement (see Question 18), all of the decisions by the Court will bind you. That means you will be bound to the terms of the Settlement, and accompanying court ruling, and cannot bring a lawsuit, or be part of another lawsuit against NBEO regarding the Alleged Data Breach.

Paragraphs 89-90 of the Settlement Agreement define the claims that will be released by Settlement Class Members who do not exclude themselves from the Settlement. You can access the Settlement Agreement and read the specific details of the legal claims being released at [www.NBEOsettlement.com](http://www.NBEOsettlement.com).

If you have any questions, you can contact the Settlement Administrator (see Question 20).

**THE LAWYERS REPRESENTING YOU**

**15. Do I have a lawyer in the case?**

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

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

Questions? Go to [wwwwww.NBEOsettlement.com](http://wwwwww.NBEOsettlement.com) or call [PHONE NUMBER]

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.

If you have questions about making a claim, please contact the Settlement Administrator (see Question 20).

**16. How will these lawyers be paid?**

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 thirty percent (30%) of the Settlement Fund, and reimbursement for costs and expenses up to \$125,000 to be paid from the Settlement Fund. The Court will decide the amount of fees and costs and expenses to be paid. You will not have to separately pay any portion of these fees yourself. Class Counsel's request for attorneys' fees and costs (which must be approved by the Court) will be filed by [DATE] and will be available to view on the settlement website at [www.NBEOsettlement.com](http://www.NBEOsettlement.com).

**17. Will the class representatives receive any additional money?**

The class representatives in this action are Rhonda Hutton, Tawny Kaeochinda, Nicole Mizrahi, Brenda Liang, Jessica Olendorff, Kristine Ferguson, Julie Wolf, Camilla Dunn, Mark Garin, Natalie West, Andrea Robinson, Priscilla Pappas-Walker, and Lauren Nelson. Class Counsel will ask the Court to award these individuals "service awards" of \$2,000 each for the time that they spent, and the risks that they undertook, in bringing this lawsuit on behalf of the class. This amount is also subject to Court approval. Any amount approved by the Court will be paid from the Settlement Fund.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**18. 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 NBE0 and you may file your own suit against NBE0 based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that 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 Agreement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement you must mail a request for exclusion, postmarked no later than [DATE], to:

**NBE0 Class Action Settlement Administrator  
Attn: Exclusion  
Hutton v. National Board of Examiners in Optometry, Inc.  
c/o Heffler Claims Group  
[ADDRESS LINE 1]  
[ADDRESS LINE 2]**

This statement must contain the following information:

- (1) The name of this proceeding (Hutton v. National Board of Examiners in Optometry, Inc., No. 16-cv-03025-JKB or similar identifying words such as "NBE0 Alleged Data Breach Lawsuit");
- (2) Your full name;
- (3) Your current address;

Questions? Go to [www.NBEOsettlement.com](http://www.NBEOsettlement.com) or call [PHONE NUMBER]

- (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**

#### **19. How do I tell the Court that I like or don’t like the Settlement?**

If you are a Settlement Class Member, you have the right to tell the Court what you think of the Settlement. 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. You can’t ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. The Court will consider your views.

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

- (1) The name of this proceeding (Hutton v. National Board of Examiners in Optometry, Inc., No. 16-cv-03025-JKB or similar identifying words such as “NBEO Data Breach Lawsuit”);
- (2) Your full name, current address, and telephone number;
- (3) State with specificity the grounds for the objection, as well as any documents supporting the objection;
- (4) A statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (5) The identity of any attorneys representing you with respect to the objection;
- (6) A statement regarding whether you or your attorney intends to appear at the Final Approval Hearing; and
- (7) You or your attorney’s signature.

To be considered by the Court, your objection must be mailed, postmarked no later than [DATE], to the following address:

**NBEO Class Action Settlement Administrator**  
**Attn: Objections**  
**Hutton v. National Board of Examiners in Optometry, Inc.**  
**c/o Heffler Claims Group**  
**[ADDRESS LINE 1]**  
**[ADDRESS LINE 2]**

**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 Settlement Class Members regarding the fairness, adequacy, and reasonableness of the terms of the Settlement Agreement. That hearing will take place on [DATE and TIME] before the Honorable James K. Bredar, at the United States District Court for the District of Maryland at **101 West Lombard Street**,

**Baltimore, Maryland 21201.** This hearing date and time may be moved. Please refer to the settlement website for notice of any changes.

If you have an objection to Class Counsel's motion for an award of attorneys' fees and costs and expenses, and/or their request for "service awards" to the class representatives, you must submit to the Settlement Administrator a written statement stating with specificity the grounds of your objection, signed by you or your attorney, along with any supporting papers that you wish the Court to consider. The written objection must be postmarked by [DATE]. Should you wish to review the motion, it will be filed by and will be available to view on the settlement website on [DATE].

### **GETTING MORE INFORMATION**

#### **20. 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 **Hutton v. National Board of Examiners in Optometry, Inc., c/o Heffler Claims Group, [ADDRESS]**, 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.NBEOsettlement.com](http://www.NBEOsettlement.com). If you wish to communicate directly with Class Counsel, you may contact them (contact information noted above in Question 15). 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. Other related documents can be accessed through 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

**Your claim must be submitted online or mailed and postmarked by: [DATE]**

*Rhonda Hutton, et al., v. National Board of Examiners in Optometry, Inc.*, No. 16-cv-03025-JKB (D. Md.); *Nicole Mizrahi v. National Board of Examiners in Optometry, Inc.*, No. 16-cv-03146-JKB (D. Md.); and *Brenda Liang, et al., v. National Board of Examiners in Optometry, Inc.*, No. 17-cv-1964-JKB (D. Md.).

NBEO

### **CLAIM FORM (INITIAL CLAIMS PERIOD)**

#### **GENERAL INSTRUCTIONS**

This Claim Form relates to a Class Action Settlement involving the National Board of Examiners in Optometry, Inc. (“NBEO”) stemming from an alleged data breach that occurred in or about June 2016 (“Alleged Data Breach”). You are a “Settlement Class Member” entitled to make a claim if your personal information was stored in NBEO’s systems as of November 15, 2018 or you received a settlement notice stating that you are a Class Member. **The easiest way to submit a claim under the Settlement is online at [www.NBEOsettlement.com](http://www.NBEOsettlement.com).**

As a Settlement Class Member, you are entitled to submit a claim for the following relief: (1) reimbursement for time spent remedying issues relating to the Alleged Data Breach up to \$1,000 per individual; (2) reimbursement for out-of-pocket losses fairly traceable to the Alleged Data Breach up to \$7,500 per individual (submission of documentation required); and (3) three years of free, three-bureau credit monitoring through Identity Guard. To obtain this relief, you must submit this Claim Form online or by mail to the return address listed above. All Class Members will also receive access to fraud resolution services even if you do not submit a claim (see Section IV). 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 Heffler Claims Group, [ADDRESS].

#### **SETTLEMENT OVERVIEW**

**Reimbursement for Attested Time:** If you spent time remedying issues related to the Alleged Data Breach, then you may make a claim for reimbursement for up to 40 hours at \$25 per hour. Claims for up to 20 hours require a brief description of the actions taken in response to the Alleged Data Breach and the time associated with each action. Claims for more than 20 hours require the submission of documentation and/or a detailed description establishing how this time was expended and why it was necessary.

**Reimbursement for Out-of-Pocket Losses:** If you spent money to address fraud or identity theft that you believe was fairly traceable to the Alleged Data Breach, or to protect yourself from future harm, then you can submit a claim for reimbursement up to \$7,500. Out-of-Pocket losses that are eligible for reimbursement through the Settlement may include, without limitation, the following costs related to the Alleged Data Breach and incurred after June 1, 2016:

- Unreimbursed costs associated with fraud or identity theft;
- Professional fees including attorneys’ fees, accountants’ fees and fees for credit repair services;
- Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges;
- Costs of credit monitoring or other identity theft protection services incurred after June 1, 2016;
- Costs associated with freezing or unfreezing credit with any credit reporting agency.

**Three-Bureau Credit Monitoring Services:** All Settlement Class Members are eligible to enroll in three (3) years of free three-bureau credit monitoring services offered through Identity Guard’s “IG Total Plan.” These services retail for nearly \$720 per individual and include the following features:

- Three-bureau credit monitoring providing notice of changes to the consumer’s credit profile with Equifax, Experian, and TransUnion;
- Up to \$1 million dollars reimbursement insurance from AIG covering losses due to identity theft or fraud;
- Real time instant authentication alerts;
- LexisNexis Authentication Alerts;
- Dark Web Monitoring;
- Threat Alerts powered by IBM “Watson”;
- Customer support and victim assistance provided by Identity Guard;
- Anti-phishing and safe Apps for iOS & Android Mobile devices; and
- Safe browsing software for PC & Mac.

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

**CLAIM FORM**

**I. CLASS MEMBER INFORMATION**

\_\_\_\_\_  
**Class Member ID Provided on Notice (if known)**

_____		
<b>First Name</b>	<b>MI</b>	<b>Last Name</b>
_____		
<b>Street Address 1</b>		
_____		
<b>Street Address 2 (optional)</b>		
_____		
<b>City</b>	<b>State</b>	<b>Zip Code</b>
_____		
<b>Telephone Number</b>	<b>E-Mail Address (If provided we will communicate with you primarily by e-mail about your claim. We will not use your e-mail address for any other purpose)</b>	

**If you have questions about whether you are eligible to submit a claim, please contact the Settlement Administrator at [PHONE NUMBER] or visit [www.NBEOsettlement.com](http://www.NBEOsettlement.com).**

**II. REIMBURSEMENT FOR ATTESTED TIME**

1. Did you spend time addressing the Alleged Data Breach or remedying issues relating to the Alleged Data Breach?

Yes  (Fill out information below)

No  (You are not eligible to submit a claim for Attested Time; skip to Question No. 2)

If you selected “Yes” above, select one of the following and complete the remainder of Section II.

I spent 20 hours or fewer remedying issues relating to the Alleged Data Breach.

TOTAL number of hours: \_\_\_\_ (you must include the number of hours if this was selected; documentation is not required)

I spent 21 hours or more (up to 40) remedying issues relating to the Alleged Data Breach.

TOTAL number of hours: \_\_\_\_ (you must include the number of hours if this was selected; documentation is not required but encouraged to support your claim)

If you selected 20 hours or fewer, you must provide a brief description of the actions taken in response to the Alleged Data Breach and the time associated with each action. If you selected between 21 and 40 hours you must provide a *detailed* description of the actions taken in response to the Alleged Data Breach and the time associated with each action, along with any available documentation of fraud and/or identity theft that made this expenditure of time necessary (*i.e.* letter from IRS or bank; police report; contemporaneous notes).

Description of Actions Taken in Response to Alleged Data Breach and Reasons for Action	Approx. Date of Action (if known)	Number of Hours Spent (must equal the total hours entered above)	Supporting Documentation? (Yes or No)




**If you are providing supporting documentation:** Please provide a description of any documentation submitted in support of your claim.

Document #	Description (explain here how document reflects time spent)
1.	
2.	
3.	
4.	
5.	
6.	

**III. DOCUMENTED CLAIMS FOR OUT-OF-POCKET LOSSES**

2. Do you have documents supporting that you experienced out-of-pocket losses or unreimbursed charges fairly traceable to the Alleged Data Breach that have not already been reimbursed?

Yes  (Fill out information below)

No  (You are not eligible to submit a documented claim; skip to Question No. 3)

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)	Approx. Date of Loss	Amount of Loss	Examples of Supporting Documentation
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If you have questions about whether you are eligible to submit a claim, please contact the Settlement Administrator at [PHONE NUMBER] or visit [www.NBEOSettlement.com](http://www.NBEOSettlement.com).

			<b>(Please detail below what you are attaching and why)</b>
<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 June 1, 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>

**Description of Supporting Documentation:** Please provide a description of any documentation submitted in support of your claim. (*Note: If you already submitted documentation to support a claim for Attested Time you do not need to submit the same documentation again, just make a note below.*)

Document #	Description (explain here how document establishes loss)
1.	
2.	

**If you have questions about whether you are eligible to submit a claim, please contact the Settlement Administrator at [PHONE NUMBER] or visit [www.NBEOsettlement.com](http://www.NBEOsettlement.com).**

3.	
4.	
5.	
6.	

**IV. IDENTITY GUARD’S “IG TOTAL PLAN” CREDIT MONITORING SERVICES**

3. You are eligible to enroll in three (3) years of Identity Guard’s “IG Total Plan” 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. 4)

4. Even if you do not enroll in credit monitoring services, you are still eligible to take advantage of identity restoration services offered through Identity Guard in the case you suffer identity theft or fraud for a period of three (3) years after the effective date of the Settlement. You can take advantage of these services by contacting Identity Guard’s identity restoration department at [**PHONE NUMBER**] and referencing enrollment code \_\_\_\_\_. (Note if you clicked “yes” to Question \_\_ 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 Identity Guard’s identity restoration services, please provide the e-mail address where you would like to be contacted:

**CERTIFICATION**

I hereby certify under penalty of perjury that the information contained in this Claim Form is true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Date

**If you have questions about whether you are eligible to submit a claim, please contact the Settlement Administrator at [**PHONE NUMBER**] or visit [www.NBEOfsettlement.com](http://www.NBEOfsettlement.com).**



Telephone Number

E-Mail Address (If provided we will communicate with you primarily by e-mail about your claim. We will not use your e-mail address for any other purpose)

**II. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES INCURRED AFTER CLAIMS DEADLINE**

1. Did you submit a claim form in this settlement prior to the Claims Deadline whereby you enrolled in Identity Guard’s “IG Total Plan” credit monitoring services?

Yes  (Go to Question No. 2)

No  (You are not eligible to submit a claim for out-of-pocket losses; skip to Question 3)

2. Do you have documents supporting that you experienced out-of-pocket losses or unreimbursed charges fairly traceable to the Alleged Data Breach that have not already been reimbursed?

Yes  (Fill out information below)

No  (You are not eligible to submit a documented claim; skip to Question No. 3)

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)	Approx. 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 incurred after Claims Deadline			<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 after Claims Deadline			<i>Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return</i>
<input type="checkbox"/> Payments made to place credit freezes with the credit reporting agencies after Claims Deadline			<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 [PHONE NUMBER] or visit [www.NBEOsettlement.com](http://www.NBEOsettlement.com).

<input type="checkbox"/> Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges incurred after Claims Deadline			<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 incurred after Claims Deadline (provide detailed description)			<i>Please provide detailed description</i>

**Description of Supporting Documentation:** Please provide a description of any documentation submitted in support of your claim.

Document #	Description (explain here how document establishes loss)
1.	
2.	
3.	
4.	
5.	
6.	

**III. ACCESS TO IDENTITY RESTORATION SERVICES**

3. You are still eligible to take advantage of identity restoration services offered through Identity Guard in the case you suffer identity theft or fraud for a period of three (3) years after the effective date of the Settlement. You can take advantage of these services by contacting Identity Guard’s identity restoration department at [PHONE NUMBER] and referencing enrollment code \_\_\_\_\_. (Note if you previously enrolled in credit monitoring services you do not need to separately request identity restoration services.)

**If you have questions about whether you are eligible to submit a claim, please contact the Settlement Administrator at [PHONE NUMBER] or visit [www.NBEOsettlement.com](http://www.NBEOsettlement.com).**

**CERTIFICATION**

I hereby certify under penalty of perjury that the information contained in this Claim Form is true and correct to the best of my knowledge.

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Signature of Claimant

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Date