

UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF ILLINOIS

***Robin Forslund, et al. v. R.R. Donnelley & Sons Company,
Case No. 1:22-cv-04260***

If You Are Receiving this Notice, a Class Action Settlement May Affect Your Rights.

***An Illinois Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.***

- A Settlement has been reached in a putative class action lawsuit concerning R.R. Donnelley & Sons Company (“Defendant”) and a data incident (the “Data Incident”) that occurred on or around November 29, 2021, when one or more unauthorized individuals accessed or potentially accessed information stored on Defendant’s computer system, including names and, for some individuals, Social Security numbers (“Private Information”).
- The lawsuit is called *Robin Forslund, et al. v. R.R. Donnelley & Sons Company*, Case No. 1:22-cv-04260 (N.D. Illinois Ct.). The lawsuit asserts claims related to the Data Incident. Defendant in the lawsuit denies it is or can be held liable for the claims made in the lawsuit. The Settlement does not establish who is correct, but rather is a compromise to end the lawsuit.
- Members of the Class are all individuals to whom Defendant sent notice of the Data Incident on or around August 5, 2022. The Class does not include: (i) all Persons who timely and validly request exclusion from the Class; (ii) the Judge assigned to evaluate the fairness of the Settlement; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. Eligible Class Members will be mailed notice of their eligibility, and Class Membership will be verified against that list.
- Class Members who submit Valid Claims are eligible to receive the following relief: (1) up to \$750 in reimbursement for documented Ordinary Out-of-Pocket Losses and Attested Lost Time that are fairly traceable to the Data Incident; (2) up to \$5,000 in reimbursement for documented Extraordinary Out-of-Pocket Losses that are fairly traceable to the Data Incident; and (3) in the alternative to reimbursement for Ordinary and/or Extraordinary Out-of-Pocket Losses and Attested Lost Time, Class Members may submit a Claim for a cash payment of up to \$50. The Settlement Administrator will post additional information about the payment amount on <<SettlementWebsite>>. For complete details, please see the Settlement Agreement, whose terms control, available at <<SettlementWebsite>>.
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is <<Date>>.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will receive no payment, but you will retain any rights you currently have with respect to Defendant and the issues in the lawsuit. You may download an exclusion form at <<SettlementWebsite>>. The deadline to exclude yourself from the Settlement is <<Date>>.
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is <<Date>>.
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on <<Date>> at <<Time>>.
DO NOTHING	You will receive no payment and you give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at <<SettlementWebsite>>.
- The Court in charge of the lawsuit still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes Final.
- *Visite <<SettlementWebsite>> para obtener una copia de este aviso en español.*

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a Settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the Settlement. You may be eligible to receive a cash payment as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge John J. Tharp, Jr. of the United States District Court for the Northern District Court of Illinois is overseeing this putative class action. The case is called *Robin Forslund, et al. v. R.R. Donnelley & Sons Company*, Case No. 1:22-cv-04260 (N.D. Ill.) (the “Lawsuit”).

Robin Forslund, Timothy Kelly, George Lenz, Jr., Matthew Menting, Donalyn North, Robin Rector, Eric Ottenheimer, Gail Rossi, and Gregory Williams are the Plaintiffs. The company they sued, R.R. Donnelley & Sons Company, is the Defendant.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Robin Forslund, Timothy Kelly, George Lenz, Jr., Matthew Menting, Donalyn North, Robin Rector, Eric Ottenheimer, Gail Rossi, and Gregory Williams—sue on behalf of a putative class of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this Lawsuit about?

The Plaintiffs claim that Defendant failed to implement and maintain reasonable security measures necessary to protect their Private Information that it maintained on its computer systems, in order to prevent the Data Incident from occurring.

Defendant denies that it is or can be held liable for the claims made in the Lawsuit or any claims arising out of the Data Incident. More information about the complaint in the Lawsuit and Defendant’s responses can be found in the “Court Documents” section of the Settlement Website at <<Settlement Website>>.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Defendant should win the Lawsuit. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Class Members who submit Valid Claims will get compensation now rather than years later—if ever. The Class Representative and Class Counsel, attorneys for the Class Members, agree the Settlement is in the best interests of the Class Members. The Settlement is not an admission of wrongdoing by Defendant.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

You are part of the Settlement as a Class Member if you received notice of the Data Incident from Defendant on or around August 5, 2022. Eligible Class Members will have been mailed or emailed notice of their eligibility (including from *R.R. Donnelley*, c/o Kroll Settlement Administration LLC, P.O. Box 5324, New York, NY 10150-5324), and Class Membership will be verified against that list. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at <<Settlement Toll-Free Number>> or by visiting the Settlement Website at <<SettlementWebsite>>.

The Class does not include: (i) all Persons who timely and validly request exclusion from the Class; (ii) the Judge assigned to evaluate the fairness of this Settlement; and (iii) any other Person found

by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* (a legal term that means, “I do not wish to contend”) to any such charge.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

This Settlement provides eligible Class Members who submit Valid Claims with: (1) up to \$750 in reimbursement for documented Ordinary Out-of-Pocket Losses and Attested Lost Time that are fairly traceable to the Data Incident; (2) up to \$5,000 in reimbursement for documented Extraordinary Out-of-Pocket Losses arising from financial fraud or identity theft that are fairly traceable to the Data Incident; and (3) in the alternative to reimbursement for Ordinary and/or Extraordinary Out-of-Pocket Losses and Attested Lost Time, Class Members may submit a Claim for a cash payment of up to \$50.

6.A. Who May Recover for Ordinary Out-of-Pocket Losses and for How Much?

- If you are a Class Member and you incurred documented Ordinary Out-of-Pocket Losses or Attested Lost Time as a result of the Data Incident, you may be eligible to receive reimbursement up to a total of \$750 per Class Member. Ordinary Out-of-Pocket Losses incurred as a result of the Data Incident may include, without limitation, unreimbursed costs associated with fraud or identity theft, including professional fees and fees for credit repair services and miscellaneous expenses, such as (i) notary, (ii) fax, (iii) postage, (iii) copying, (iii) mileage, and (iv) long-distance telephone charges, as well as costs for credit monitoring costs or other mitigative services, that were incurred on or after November 29, 2021.
- For Attested Lost Time spent remedying the issues related to the Data Incident, you may receive reimbursement for up to 10 hours at \$25 per hour, if at least one full hour was spent remedying issues related to the Data Incident. You must attest that any claimed lost time was spent remedying the issues related to the Data Incident. Class Members may submit multiple Claims for Ordinary Out-of-Pocket Losses and Attested Lost Time; however, the total of all amounts recovered for Ordinary Out-of-Pocket Losses and Attested Lost Time may not exceed \$750.
- For complete details, please see the Settlement Agreement, whose terms control, available at <<SettlementWebsite>>. Claims will be subject to a verification process and will be denied if they do not meet the verification requirements. The Settlement Administrator will post additional information about the payment amount on <<SettlementWebsite>>, if necessary.

6.B. Who May Recover for Extraordinary Out-of-Pocket Losses and for How Much?

- If you are a Class Member and you incurred documented monetary loss that is, among other things, arising from financial fraud or identity theft caused by the Data Incident (“Extraordinary Out-of-Pocket Loss”), you may be eligible to receive reimbursement up to a total of \$5,000 per Class Member.

- To receive reimbursement for Extraordinary Out-of-Pocket Loss, (1) the loss must be an actual, documented, and unreimbursed monetary loss; (2) the loss must be more likely than not caused by the Data Incident; (3) the loss must have occurred on or after November 29, 2021; (4) the loss must not be already covered as an “Ordinary Out-of-Pocket Loss” as described above; and (5) you must provide documentation that you made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

6.C. Who May Receive an Alternative Cash Payment and for How Much?

- In the alternative to compensation for Ordinary and/or Extraordinary Out-of-Pocket Losses and Attested Lost Time, Class Members may simply make a Claim for a cash payment of up to \$50 (“Alternative Cash Payment”).

Pro Rata Adjustments: In the event that the settlement funds are insufficient to cover all Valid Claims, all Valid Claims will be reduced on a *pro-rata* basis. And after the distribution of attorneys’ fees, Class Counsel’s litigation expenses, Settlement Administration Costs, Service Awards, and all Valid Claims, the Settlement Administrator will make a round of *pro rata* Settlement payments of any remaining Settlement Fund to each Class Member who submits a Valid Claim.

Maximum Settlement Contribution: Under this Settlement, the maximum total amount Defendant may be required to pay is \$979,704.00. This maximum includes reimbursements for Ordinary and Extraordinary Out-of-Pocket Losses; Attested Lost Time; Alternative Cash Payments; attorneys’ fees, costs, and expenses awarded by the Court to Class Counsel; any service awards awarded by the Court to Class Representatives; and notice and administrative costs for the Settlement. In no event shall Defendant’s total financial obligation under the Settlement exceed \$979,704.00.

HOW TO GET BENEFITS

7. How do I make a Claim?

To qualify for a Settlement benefit, you must complete and timely submit a Claim Form. Class Members who want to submit a Claim must fill out and submit a Claim Form online at <<SettlementWebsite>> or by USPS mail. Claim Forms are only available through the Settlement Website at <<SettlementWebsite>>.

Claims will be subject to a verification process. You will need the Unique ID provided on the front of your postcard Notice to fill out a Claim Form. **All Claim Forms must be received online or postmarked on or before <<ClaimDeadline>>.**

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for <<ClaimDeadline>>., <<DeadlineTime>>. If the Court approves the Settlement, eligible Class Members with Valid Claims (meaning their Claims were approved by the Settlement Administrator) will be sent

payment after all appeals and other reviews, if any, are completed. Please be patient. Payment for Valid Claims that are received by mail will be paid by check. If you prefer to receive payment electronically, you must submit your Claim Form on the Settlement Website. All checks will expire and become void 90 days after they are issued.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed Joseph M. Lyon of The Lyon Firm, Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, and Raina Borrelli of Turke & Strauss, LLP as “Class Counsel.”

Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. You can, however, ask your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees, costs, and expenses that will be paid by or on behalf of Defendant out of the Settlement Fund. Class Counsel will not seek more than 33.33% of the Settlement Fund, or approximately \$326,568.00 in attorneys’ fees, and \$10,000 in litigation costs and expenses. Class Counsel will also request Service Awards of up to \$3,000 for each of the Class Representatives. The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any Service Award to the Class Representative. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

11. What claims do I give up by participating in this Settlement?

If you do not timely exclude yourself from the Settlement, you will not be able to sue Defendant about the issues in the Litigation (including the Data Incident), and you will be bound by all decisions made by the Court in the Litigation, the Settlement, and its included Release. This is true regardless of whether you submit a Claim Form. You can read the Settlement Agreement at <<SettlementWebsite>>. However, you may exclude yourself from the Settlement (see Question 14). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims.

“Released Claims” mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. § 45, *et seq.*, and all similar statutes in effect in any states in the United States; state consumer-protection statutes (including the California Consumer Privacy Act);

negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief or judgment, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall include Unknown Claims as defined in the Settlement Agreement. Released Claims shall not include the right of any Class Member or any of the Released Persons to enforce the terms of this Settlement Agreement, or the claims of any Person who has timely excluded themselves from the Class.

The Settlement Agreement in Paragraphs 1.27, 1.28, and 6.1, describe the Release, Released Claims, and Unknown Claims in necessary legal terminology, so please read these paragraphs carefully. The Settlement Agreement is available at <<SettlementWebsite>> or in the public court records on file in the Lawsuit. For questions regarding releases and what they mean, you can also contact one of the lawyers listed in Question 17 for free, or you can talk to your own lawyer at your own expense.

The Released Claims do not include any claims arising from or relating to any conduct by Defendant after the date the Settlement Agreement is executed. The Released Claims shall also not include the right of Plaintiffs, any Class Member, or any Releasing Party to enforce the terms of the Settlement Agreement.

12. What happens if I do nothing at all?

If you do nothing, you will receive no payment under the Settlement for any losses incurred as a result of the Data Incident. You will be in the Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions described in Question 11 above. Unless you timely exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant for the claims or legal issues resolved in the Settlement.

13. What happens if I ask to be excluded?

If you timely exclude yourself from the Settlement, you will receive no benefits or payment under the Settlement. However, you will not be in the Class, and will not be bound by the Settlement and its included Release, or any orders and judgments of the Court in this Litigation.

14. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a letter or exclusion form stating: (1) the name of the proceeding, *Robin Forslund, et al. v. R.R. Donnelley & Sons Company*, Case No. 1:22-cv-04260 (N.D. Ill.); (2) your full name; (3) your current address; (4) your personal signature; and (5) the words “Request for Exclusion” or a comparable statement that you do not wish to participate in the Settlement at the top of the communication. You must mail your exclusion request, postmarked no later than <<ExclusionDeadline>>, to the following address:

R.R. Donnelley Data Breach
c/o Kroll Settlement Administration LLC
P.O. Box 5324
New York, NY 10150-5324

You cannot exclude yourself by phone or email. Each Person who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

A form to exclude yourself from the Settlement, also called opting-out of the Settlement, will be made available for download at <<SettlementWebsite>>.

15. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you timely exclude yourself from the Settlement, you give up any right to sue Defendant for the claims being released by the Settlement even if you do nothing.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

17. How do I object to the Settlement?

If you do not exclude yourself from the Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval of the Settlement by filing an objection. To object, you must file written notice with the Court stating that you object to the Settlement in *Robin Forslund, et al. v. R.R. Donnelley & Sons Company*, Case No. 1:22-cv-04260 (N.D. Ill.) by <<ObjectionDeadline>>. Your objection should be filed with the Court, which you can do by mailing your objection and any supporting documents to the U.S. District Court for the Northern District of Illinois (Eastern Division) at the following address:

<<CourtAddress>>

If you are represented by a lawyer, the lawyer may file your objection through the Court's e-filing system. If you are represented, you must include the identity of any and all attorneys representing you in the objection.

The objection must be in writing and include the case name, *Robin Forslund, et al. v. R.R. Donnelley & Sons Company*, Case No. 1:22-cv-04260 (N.D. Ill.). Your objection must also include, among other things, the following information: (i) the objector's full name and address;

(ii) the case name and docket number, *Robin Forslund, et al. v. R.R. Donnelley & Sons Co.*, Case No. 1:22-cv-04260; (iii) information identifying the objector as a Class Member, including proof that the objector is a Class Member (e.g., copy of the objector’s settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes they are a Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or their counsel will appear at the Final Fairness Hearing; and (vii) the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to both Class Counsel and Defendant’s lawyers at the addresses listed below, postmarked no later than <<**ObjectionDeadline**>>:

Class Counsel	Defense Counsel
Joseph M. Lyon The Lyon Firm	Jose A. Lopez Perkins Coie LLP 110 North Wacker Drive, 34th Floor. Chicago, IL 60606

Class Counsel will file their request for attorneys’ fees, costs, and expenses and Service Awards for the Class Representatives with the Court, which will also be posted on the Settlement Website, at <<**SettlementWebsite**>>.

18. What’s the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE COURT’S FAIRNESS HEARING

19. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on <<**FinalApprovalHearingDateandTime**>> at the <<**CourtAddress**>>. The purpose of the Final Approval Hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the Settlement, including those related to the amount requested by Class Counsel for attorneys’ fees, costs, and expenses, and the Service Awards to the Class Representatives.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted on the Settlement Website, <<SettlementWebsite>>, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

20. Do I have to come to the Hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the Final Approval Hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend the Final Approval Hearing on your behalf at your own expense, but you don't have to.

21. May I speak at the Hearing?

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the Settlement. For more details, please see the Settlement Agreement, whose terms control, available at <<SettlementWebsite>>.

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT <<SettlementWebsite>>, BY CALLING TOLL-FREE AT, <<SETTLEMENTTOLLFREE NUMBER>> OR BY WRITING TO:

R.R. Donnelley Data Breach
c/o Kroll Settlement Administration LLC
P.O. Box 5324
New York, NY 10150-5324

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.