

Exhibit C

Lansing Community College (“LCC”) Data Breach Litigation
In Re Lansing Community College Data Breach Litigation, Case No. 1:23-cv-00738 (W.D. Mich.)

Notice of Lansing Community College Data Breach Class Action Settlement

*This is not a solicitation from a lawyer. This is a Court approved Notice.
Please read this Notice carefully and completely.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A proposed Settlement arising out of a data security incident has been reached with Lansing Community College. Between December 25, 2022, and March 15, 2023, an unauthorized actor was able to access files stored on LCC’s computer systems. As a result, Personal Information of individuals may have been accessed (the “Data Security Incident”). Impacted Personal Information may have included names and Social Security numbers relating to LCC employees, students, potential students, vendors, and others. If you were notified by Lansing Community College that your Personal Information may have been compromised because of the Lansing Community College Data Security Incident, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, Lansing Community College has agreed to establish a \$1,450,000.00 Settlement Fund to be used to pay for one of the following benefits for Class Members:
 - **Documented Loss Payments** – reimbursement for Actual Out-of-Pocket Losses and Attested Time, i.e., time and money spent or lost, that is more likely than not related to the LCC Data Security Incident (up to \$2,000.00 per individual or \$150,000 in the aggregate), not otherwise reimbursable by insurance; OR
 - **Alternative Cash Payments** – a cash payment, the amount of which will depend on the number of Class Members who participate in the Settlement.
- The Settlement Fund will also be used to pay for the costs of the settlement administration, court-approved Service Awards for the named Plaintiffs, and the Attorney’s Fee Award and Costs. In addition, Lansing Community College has agreed to undertake certain remedial measures and enhanced security measures that they will continue to implement.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

FILE A CLAIM FORM DEADLINE: XXXX XX, 2024	Submitting a Claim Form is the only way that you can receive any of the monetary Settlement Benefits provided by this Settlement, including Documented Loss Payments and Alternative Cash Payments. If you submit a Claim Form, you will give up the right to sue Lansing Community College and certain Released Parties in a separate lawsuit about the legal claims this Settlement resolves.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: XXXX XX, 2024	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Lansing Community College, or certain Released Parties (as defined in the Settlement Agreement), for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: XXXX XX, 2024	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement. If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue Lansing Community College and Released Parties in a separate lawsuit about the legal claims this Settlement resolves.
GO TO THE “FINAL APPROVAL” HEARING DATE: XXXX XX, 2024	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will not receive any of the monetary Settlement Benefits and you will give up your rights to sue Lansing Community College and certain Released Parties for the claims this Settlement resolves.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.xxxxxxxxxx.com or call 1-XXX-XXX-XXXX

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case 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.

BASIC INFORMATION

1. Why did I get this Notice?

A court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The case is known as *In re Lansing Community College Data Breach Litigation, Case No. 1:23-cv-00738 (W.D. Mich.)*, before Judge Paul L. Maloney. The people who filed this lawsuit are called the “Plaintiffs” and the entity they sued, Lansing Community College, is called the “Defendant.” The Plaintiffs and the Defendant agreed to this Settlement.

2. What is this lawsuit about?

In or around March 14, 2023, LCC became aware of a data security incident that involved an unauthorized actor hacking LCC’s internal computer systems. A subsequent investigation determined that, during the Data Security Incident, an unauthorized actor had accessed LCC’s network between December 25, 2022, and March 15, 2023, and was able to access the personal data of Plaintiffs and those similarly situated. LCC began notifying impacted individuals about the Data Security Incident on or around June 30, 2023.

Plaintiffs claim that Lansing Community College failed to adequately protect their Personal Information and that they were injured as a result. Lansing Community College denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Lansing Community College denies these and all other claims made in the Action. By entering into the Settlement, Lansing Community College is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the Class Representatives sue on behalf of all people who have similar claims. Together all of these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The Class Representatives in this case are Ivory Whitby, Sameer Shah, Gabriel Banish, William Barber, Lindsay Luoma, and Chelsea Lee Ouimette.

4. Why is there a Settlement?

The Class Representatives (individually and on behalf of the Class) and Lansing Community College do not agree about the claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Class Representatives or Lansing Community College. Instead, the Class Representatives and Lansing Community College have agreed to settle the Action. The Class Representatives and attorneys for the Class, the court-appointed Proposed Settlement Class Counsel, believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Lansing Community College.

WHO IS INCLUDED IN THE SETTLEMENT

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

The Court has decided that everyone who fits the following description is a Class Member:

All natural persons whose Personal Information was compromised in the Data Security Incident

If you were notified by Lansing Community College that your Personal Information may have been compromised because of the Lansing Community College Data Security Incident, you are included in this Settlement as a member of the Settlement Class. If you received this Notice of Settlement by mail, you may be a Class Member and your legal rights may be affected by this Settlement. If you did not receive Notice by mail, or if you have any questions as to whether you are a Class Member, you may contact the Settlement Administrator.

6. Are there exceptions to individuals who are included as Class Members in the Settlement?

Yes, the Settlement does not include: (1) the judges presiding over the Action and members of their immediate families and their staff; (2) LCC, its subsidiaries, parent companies, successors, predecessors, and any entity in which LCC or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

Questions? Go to www.xxxxxxxxxxxxxx.com or call 1-XXX-XXX-XXXX
This Settlement affects your legal rights even if you do nothing.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement Website at www.xxxxxxxxx.com, or call the Settlement Administrator's toll-free number at [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX).

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide Class Members with the opportunity to select and make a claim for one the following Settlement Benefits, which are discussed in further detail below:

- (1) Reimbursement for Actual Out-of-Pocket Losses and Attested Time ("Documented Loss Payments") (up to \$2,000.00 per individual or \$150,000 in the aggregate).

OR

- (2) an Alternative Cash Payment, the amount of which will depend on the number of Class Members who participate in the Settlement.

You may only elect ONE of the above options, which are explained in more detail below.

In addition, Lansing Community College has agreed to take certain remedial measures and enhance security measures as a result of this Action, as detailed in the Settlement Agreement and in Question 10 below.

Please review Number 12 carefully for additional information regarding the order in which Settlement Benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the three Settlement Benefit options is the best option for you.

A. Documented Loss Payment.

You may elect to submit a Claim Form for reimbursement of Documented Losses. If you spent money remedying or addressing identity theft and fraud that was more likely than not related to the Lansing Community College Data Security Incident or you spent money to protect yourself from future harm because of the Lansing Community College Data Security Incident, you may make a claim for a Documented Loss Payment for reimbursement of up to \$2,000 in Documented Losses, which is subject to an aggregate cap of \$150,000.

Documented Losses include unreimbursed losses and consequential expenses that are more likely than not related to the Lansing Community College Data Security Incident and incurred on or after December 25, 2022. Examples of Documented Losses include: (i) Long distance telephone charges; (ii) cell phone minutes (if charged by the minute); (iii) internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident); (iv) costs of credit reports purchased between December 25, 2022 and the Claims Deadline; (v) documented costs paid for credit monitoring services and/or fraud resolution services purchased between December 25, 2022 and the Claims Deadline; (vi) documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Security Incident; (vii) other documented losses incurred by Class Members that are more likely than not related to the Data Security Incident as reasonably determined by the Settlement Administrator. To protect the Settlement Fund and valid claims, all Claim Forms submitted that seek payment related to credit or debit card fraudulent transactions will be carefully scrutinized by the Settlement Administrator.

Claims for Documented Loss Payments must be supported by Reasonable Documentation. Reasonable Documentation means written documents supporting your claim, such as credit card statements, bank statements, invoices, telephone records, and receipts.

Individual payments for Documented Losses may be reduced or increased depending on the number of Class Members that participate in the Settlement.

To receive a Documented Loss Payment, you must submit a completed Claim Form electing to receive a Documented Loss Payment. If you file a Claim Form for a Documented Loss Payment and it is rejected by the Settlement Administrator and you do not correct it, your Claim Form will be considered as a claim for Alternative Cash Payment.

B. Alternative Cash Payment.

In the alternative to a Documented Loss Payment, you may elect to receive an Alternative Cash Payment. The amount of the Alternative Cash Payment will vary depending on the number of valid claims that are submitted. To receive an Alternative Cash Payment, you must submit a completed Claim Form electing to receive an Alternative Cash Payment.

You are not required to provide Reasonable Documentation with your Claim Form to receive an Alternative Cash Payment. Alternative Cash Payments may be reduced or increased *pro rata* (equal share) depending on the number of Class Members that participate in the

**Questions? Go to www.xxxxxxxxxxxxxxxxx.com or call [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX)
This Settlement affects your legal rights even if you do nothing.**

Settlement and the amount of money that remains in the Cash Fund after payments of other Settlement Benefits and charges with priority for payment under the Settlement. *See* Number 9 below.

9. How will Settlement Benefits be paid?

Before determining which Settlement Benefit option from the Settlement is best for you (selecting an Alternative Cash Payment or Documented Loss Payment), it is important for you to understand how Settlement payments will be made. The Settlement Fund will be used to make payments in the following order: (i) all Administrative Expenses, (ii) Fee Award and Costs and Plaintiff Service Awards, as approved by the Court, (iii) payment for valid claims for Documented Loss Payments pursuant to Section 3.2(a), up to the \$150,000 cap; (vi) approved Alternative Cash Payments on a *pro rata* basis to exhaust the balance of the Net Settlement Fund. Each Class Member may submit only one claim for himself or herself but may submit additional claims for other Class Members who are under the age of eighteen (18) at the time of the claim submission, and for whom they are a parent or legal guardian.

Court awarded attorney’s fees up to a maximum of one-third (1/3) of the \$1,450,000.00 Settlement Fund, reasonable costs and expenses incurred by attorneys for the Class (not to exceed \$50,000) (referred to collectively as Fee Award and Costs), Administrative Expenses for costs of the settlement administration, and Service Awards of up to \$1,500 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The remainder of the Settlement Fund will be distributed in the following order:

10. Tell me more about Lansing Community College’s remedial measures and enhanced security measures.

As a result of the Action, Lansing Community College has agreed to institute policies, procedures, and additional security-related remedial measures, including: expanding use of Multi-Factor Authentication (“MFA”); discontinuing the use of the vulnerable application attacked by the unauthorized actor; updating software (“patching”) and systems; rebuilding compromised systems; resetting passwords of compromised accounts; implementing new and additional Endpoint Detection and Response (“EDR”) software; and reducing the number of inactive and legacy user accounts.

11. What is the total value of the Settlement?

The Settlement provides a \$1,450,000 Settlement Fund, and, additionally, remedial actions will be taken by Lansing Community College for the benefit of the Class. Any court-approved Fee Award and Costs, Service Awards to the Class Representatives, taxes due on any interest earned by the Settlement Fund, if necessary, and any notice and settlement administration expenses will be paid out of the Settlement Fund, and the balance (“Net Settlement Fund”) will be used to pay for the above Settlement Benefits.

As part of the Settlement, as described above and in the Settlement Agreement, LCC has also adopted, continued, and/or implemented, or will adopt, continue, or implement, reasonable data and information security measures, at its expense, which are designed to strengthen LCC’s data and information security. Any costs associated with Lansing Community College’s remedial and enhanced security measures will be paid by Lansing Community College in addition to the Settlement Fund.

12. What am I giving up to get a Settlement Benefit or stay in the Class?

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court’s orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Lansing Community College and the Released Parties about the legal issues in this Action, resolved by this Settlement and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (*see* next question).

13. What are the Released Claims?

In exchange for the Settlement, the Class Representatives and all Class Members on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Data Security Incident or otherwise arises out of the same facts and circumstances set forth in the class action complaint in this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any third party. Nor does this Release apply to any Class Member who timely excludes himself or herself from the Settlement, or to any Class Member (or the estate of any Class Member) who has been confirmed to be deceased.

More information is provided in the Class Action Settlement Agreement and Release which is available at www.xxxxxxxxxxxxxxxxxx.com.

Questions? Go to www.xxxxxxxxxxxxxxxxxx.com or call 1-XXX-XXX-XXXX
This Settlement affects your legal rights even if you do nothing.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

14. How do I make a claim for Settlement Benefits?

You must complete and submit a Claim Form by **xxxx xx, 2024**. Claim Forms may be submitted online at www.xxxxxxxxxxxxxx.com, or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling **1-XXX-XXX-XXXX** or by writing to In re Lansing Community College Data Breach Litigation, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391. The quickest way to file a claim is online.

If you received a Notice by mail, use your Claim Number to file your Claim Form. If you lost or do not know your Claim Number, please call **1-XXX-XXX-XXXX** to obtain it.

You may submit a claim for either: (i) an Alternative Cash Payment; **OR** (ii) Documented Loss Payment by submitting a Claim Form on the Settlement Website, or by downloading, printing, and completing a Claim Form, and mailing it to the Settlement Administrator. You may only select one form of Settlement Relief.

15. How do I make a claim for an Alternative Cash Payment?

To file a claim for an Alternative Cash Payment, you must submit a valid Claim Form electing to receive the Alternative Cash Payment. To submit a claim for an Alternative Cash Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **xxxx xx, 2024**.

If you wish to receive your payment via digital payment method options instead of a check, simply provide your email address (optional). Anyone who submits a valid claim for an Alternative Cash Payment and does not elect to receive a digital payment, will receive their payment via regular check sent through U.S. Mail.

Instructions for filling out a claim for an Alternative Cash Payment are included on the Claim Form. You may access the Claim Form at www.xxxxxxxxxxxxxx.com.

The deadline to file a claim for an Alternative Cash Payment is **xxxx xx, 2024**. Claims must be filed or postmarked if mailed by this deadline.

17. How do I make a claim for a Documented Loss Payment for reimbursement?

To file a claim for a Documented Loss Payment of up to \$2,000 for reimbursement of Documented Losses, you must submit a valid Claim Form electing to receive a Documented Loss Payment. To submit a claim for a Documented Loss Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **xxxx xx, 2024**.

Claims for Documented Losses will be capped at \$150,000. If the aggregate amount of valid claims for Documented Loss Payments exceeds \$150,000 then the payments for those claims will be reduced and paid proportionally to one another out of the \$150,000 cap for these claims.

The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

If your claim for a Documented Loss Payment is rejected by the Settlement Administrator and you do not correct it, your claim for a Documented Loss Payment will instead be considered a claim for an Alternative Cash Payment.

Instructions for filling out a claim for a Documented Loss Payment are included on the Claim Form. You may access the Claim Form at www.xxxxxxxxxxxxxx.com.

The deadline to file a claim for a Documented Loss Payment is **xxxx xx, 2024**. Claims must be filed (or postmarked if mailed) by this deadline.

18. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling **1-XXX-XXX-XXXX** or by writing to:

In re Lansing Community College Data Breach Litigation
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

19. When and how will I receive the Settlement Benefits I claim from the Settlement?

Questions? Go to www.xxxxxxxxxxxxxx.com or call **1-XXX-XXX-XXXX**
This Settlement affects your legal rights even if you do nothing.

Payment for valid claims for an Alternative Cash Payment or a Documented Loss Payment will be provided by the Settlement Administrator after the Settlement is approved and becomes final. You may elect to receive payment for valid claims for an Alternative Cash Payment or Documented Loss Payment via PayPal, Venmo, or digital payment instead of a check, by submitting your e-mail address with your Claim Form. Anyone who does not elect to receive payment via digital payment, will receive their payment via regular check sent through U.S. Mail.

The approval process may take time. Please be patient and check www.xxxxxxxxxxxxxxxxxx.com for updates.

20. What happens if money remains after all of the Settlement Claims are paid?

None of the money in the \$1,450,000.00 Settlement Fund will ever be paid back to Lansing Community College. Any money left in the Settlement Fund after 120 days after the distribution of payments to Class Members will be distributed *pro rata* (equal share) among all Class Members with approved claims for Alternative Cash Payments.

THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in this case?

Yes, the Court has appointed Benjamin F. Johns of Shub & Johns LLC, and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman LLC as Proposed Settlement Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Proposed Settlement Class Counsel to represent you in this Action.

22. How will Proposed Settlement Class Counsel be paid?

Proposed Settlement Class Counsel will file a motion asking the Court to award them attorneys' fees of up to a maximum of one-third (1/3) of the \$1,450,000.00 Settlement Fund, plus the reimbursement of their reasonable costs and expenses (not to exceed \$50,000) (referred to collectively as "Fee Award and Costs"). They will also ask the Court to approve up to \$1,500 Service Awards to each of the Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts.

Proposed Settlement Class Counsel's application for attorneys' fees and expenses, and Service Awards will be made available on the Settlement Website at www.xxxxxxxxx.com before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator, at [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX).

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to sue or continue to sue Lansing Community College and/or the Released Parties on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or "opting out" of – the Settlement.

23. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be in writing and identify the case name *In Re Lansing Community College Data Breach Litigation*, Case No. 1:23-cv-00738-PLM pending in the United States District Court for the Western District of Michigan before the Honorable Paul L. Maloney; state the name, address and telephone number and unique identifier of the Class Members seeking exclusion; identify any lawyer representing the Class Member; be physically signed by the Person(s) seeking exclusion; and must also contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in *In Re Lansing Community College Data Breach Litigation*, Case No. 1:23-cv-00738-PLM pending in the United States District Court for the Western District of Michigan" The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **xxxx xx, 2024**:

In re Lansing Community College Data Breach Litigation
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

You cannot exclude yourself by telephone or by e-mail.

24. If I exclude myself, can I still get a Settlement Payment as part of this class action settlement?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get a cash payment if you stay in the Settlement and submit a valid Claim Form.

25. If I do not exclude myself, can I sue Lansing Community College for the same thing later?

Questions? Go to www.xxxxxxxxxxxxxxxxxx.com or call [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX)
This Settlement affects your legal rights even if you do nothing.

No. Unless you exclude yourself, you give up any right to sue Lansing Community College and Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against Lansing Community College or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

26. How do I tell the Court that I do not like the Settlement?

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) identify the case name and number; (b) state the Class Member's full name, current mailing address, and telephone number; (c) contain a statement by the Class Member that he or she believes themselves to be a member of the Settlement Class; (d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Data Security Incident); (e) identify the specific factual and legal grounds for the objection; (f) identify whether the Objection is an objection to the Settlement in part or in whole; (g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (h) identify all counsel representing the Class Member, if any; (i) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; (j) include all documents or writings that the Class Member desires the Court to consider; (k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (l) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative. All objections must be submitted to the Court either by mailing them to the Clerk of Court's Office, U.S. District Court for the Western District of Michigan, 107 Federal Bldg., 410 W Michigan Ave., Kalamazoo MI 49007, or filing in person with the Court or postmarked on or before **xxxx xx, 2024**.

27. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

28. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **xxxx xx, 2024** at **: .m.** in Courtroom before the Honorable Paul L. Maloney, U.S.D.J., U.S. District Court for the Western District of Michigan, 107 Federal Bldg., 410 W Michigan Ave., Kalamazoo MI 49007.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class. Class Members should monitor the Settlement Website or the Court's online docket site to confirm whether the date for the Final Approval Hearing is changed. Please note that the hearing may be held via telephone or video conference. All details about the Final Approval Hearing will be posted on the settlement website.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve: the Settlement; Proposed Settlement Class Counsel's application for Fee Award and Costs; and the Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

29. Do I have to come to the Final Approval Hearing?

No. Proposed Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time the Court will consider it.

30. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see* Question 26). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

Questions? Go to **www.xxxxxxxxxxxxxx.com** or call **1-XXX-XXX-XXXX**
This Settlement affects your legal rights even if you do nothing.

IF YOU DO NOTHING

31. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Lansing Community College or any of the Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

32. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.xxxxxxxxxx.com, or by contacting Proposed Settlement Class Counsel (*see* below), by accessing the Court docket in this case, for a fee, through the Court's ECF System at PACER, <https://pacer.uscourts.gov/>, or by visiting the office of the Clerk of Court's Office, U.S. District Court for the Western District of Michigan, 107 Federal Bldg., 410 W Michigan Ave., Kalamazoo MI 49007.

If you have questions about the proposed Settlement or anything in this Notice, you may contact Proposed Settlement Class Counsel at:

SHUB & JOHNS LLC
Benjamin F. Johns
Four Tower Bridge
200 Barr Harbor Drive, Ste 400
Conshohocken, PA 19428
bjohns@shublawyers.com

MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC
Gary M. Klinger
227 W. Monroe Street
Suite 2100
Chicago, IL 60606
866-252-0878
gklinger@milberg.com

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Go to www.xxxxxxxxxx.com or call [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX).
This Settlement affects your legal rights even if you do nothing.