

Exhibit E

**IN THE DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE SAN FRANCISCO 49ers DATA
BREACH LITIGATION

Case No. 3:22-cv-05138-JD

**AMENDED CLASS ACTION
SETTLEMENT AGREEMENT**

This Amended Settlement Agreement, dated as of March 17, 2025, is made and entered into by and among the following Settling Parties (as defined below): Samantha Donelson, James Sampson, and Katherine Finch (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel of record, and Forty Niners Football Company LLC (“the 49ers” and, together with Plaintiffs, the “Parties”), by and through its counsel of record, Casie Collignon of Baker & Hostetler LLP. The Settlement Agreement (as defined below) is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof. The Amended Settlement Agreement replaces and supersedes the previous Settlement Agreement entered into by and among the Parties, dated November 14, 2024:

THE LITIGATION

Plaintiffs allege that on February 6, 2022, cybercriminals bypassed the 49ers’ security systems undetected and accessed PII as part of a “ransomware” attack (“Data Incident”). Plaintiffs further allege that, as a result of the Data Incident, the criminals gained access to Plaintiffs’ and “other consumers[’]” personal information, including but not limited to name, date of birth, and Social Security Number” (collectively, “PII”).

1 After discovering the Data Incident, the 49ers notified approximately 20,930 individuals of the
2 Data Incident. 49ers offered individuals who also had their social security or driver's license number
3 impacted one year of free credit monitoring.

4 Individuals, including Plaintiffs, were mailed notices of the Data Incident in or around August
5 31, 2022 and September 1, 2022. On September 9, 2022, Plaintiff Samantha Donelson filed a lawsuit
6 asserting claims against the 49ers relating to the Data Incident. On December 22, 2022, Plaintiff James
7 Sampson filed a separate lawsuit asserting claims against the 49ers relating to the Data Incident. On
8 January 10, 2023, Plaintiff Katherine Finch filed a separate lawsuit asserting claims against the 49ers
9 relating to the Data Incident. On February 23, 2023, the Court consolidated these matters, and on April
10 4, 2023, Plaintiffs filed the operative amended class-action complaint in the United States District Court
11 for the Northern District of California. The case is titled *In re San Francisco 49ers Data Breach*
12 *Litigation*, Case No. 2:22-cv-05138-JD (N.D. Cal.) (the "Litigation").

13 From the onset of the Litigation, and over the course of several months, the Parties engaged in
14 settlement negotiations. The Parties participated in a formal mediation presided over by Bruce Friedman,
15 Esq. on January 23, 2023. As a result of these negotiations and the mediation, the Parties reached a
16 settlement. This resulted in a presentation to the Court of a settlement proposal. The Court, however,
17 denied preliminary approval of the first proposed settlement. [Dkt. No. 35]. The Parties then proceeded
18 to continue litigating the case, while also engaging in further negotiations. After more than a year of
19 further litigation and negotiations, this resulted in a second settlement agreement in November 2024.
20 Again, the court denied preliminary approval of the second proposed settlement. [Dkt. No. 63]. The
21 Parties engaged in further negotiations, which resulted in revisions to the settlement, which are
22 memorialized herein ("Amended Settlement Agreement").

23 Pursuant to the terms set out below, this Amended Settlement Agreement provides for the
24 resolution of all claims and causes of action asserted, or that could have been asserted, against the 49ers
25 and the Released Persons (as defined below) relating to the Data Incident, by and on behalf of
26 Representative Plaintiffs and the Settlement Class (as defined below).

CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING

Plaintiffs believe the claims asserted in the Litigation, as set forth in the Amended Class Action Complaint, have merit. Plaintiffs and Proposed Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against the 49ers through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Proposed Settlement Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

DENIAL OF WRONGDOING AND LIABILITY

The 49ers deny each and all of the claims and contentions alleged against it in the Litigation. The 49ers deny all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, the 49ers has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. The 49ers has considered the uncertainty and risks inherent in any litigation. The 49ers has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement

TERMS OF THE SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class and the 49ers that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, and the Settlement Class, except those members of the Settlement Class who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows.

1. Definitions

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

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2. “California Settlement Subclass” means all persons who were mailed notification of the Data Incident from the 49ers at a California address.

1.3 “California Settlement Subclass Member(s)” means all persons meeting the definition of the California Settlement Subclass.

1.4 “Claims Administration” means the processing and payment of claims received from members of the Settlement Class by the Claims Administrator.

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

1.6 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.7 “Court” means the United States District Court for the Northern District of California.

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

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

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

1 1.11 “Final Approval Order” means the order finally approving the Settlement and entering
2 judgment. The Settling Parties’ proposed form of Final Approval Order is attached hereto as **Exhibit**
3 **D**.

4 1.12 “Judgment” means a judgment rendered by the Court.

5 1.13 “Long Notice” means the long form notice of settlement posted on the Settlement
6 Website, substantially in the form as shown in **Exhibit B** to this Agreement.

7 1.14 “Notice Commencement Date” means thirty days following entry of the Preliminary
8 Approval Order.

9 1.15 “Objection Date” means the date by which members of the Settlement Class must mail
10 to the Court or, in the alternative, file with the Court through the Court’s electronic case filing (“ECF”)
11 system their objection to the Settlement Agreement for that objection to be effective. The postmark date
12 shall constitute evidence of the date of mailing for these purposes.

13 1.16 “Opt-Out Date” means the date by which members of the Settlement Class must mail
14 their requests to be excluded from the Settlement Class for that request to be effective. The postmark
15 date shall constitute evidence of the date of mailing for these purposes.

16 1.17 “Person” means an individual, corporation, partnership, limited partnership, limited
17 liability company or partnership, association, joint stock company, estate, legal representative, trust,
18 unincorporated association, government or any political subdivision or agency thereof, and any business
19 or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or
20 assignees.

21 1.18 “Preliminary Approval Order” means the order preliminarily approving the Settlement
22 Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed
23 form of Preliminary Approval Order is attached hereto as **Exhibit C**.

24 1.19 “Proposed Settlement Class Counsel” means M. Anderson Berry and Gregory
25 Haroutunian of Clayco C. Arnold, A Professional Corp, John J. Nelson of Milberg Coleman Bryson
26 Phillips Grossman PLLC, and Matthew R. Wilson of Meyer Wilson Co., LPAN.

27 1.20 “Related Entities” means the 49ers’s respective past, present or future owners, parents,
28

1 subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors,
2 successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and
3 includes, without limitation, 49ers Enterprises, LLC, and any Person related to any such entity who is,
4 was, or could have been named as a defendant in any of the actions in the Litigation, other than any
5 Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating,
6 causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

7 1.21 “Released Claims” shall collectively mean any and all past, present, and future claims
8 and causes of action including, but not limited to, any causes of action arising under or premised upon
9 any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state,
10 province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in
11 effect in any states in the United States as defined below; violations of the California Unfair Competition
12 Law, Cal. Bus. & Prof. Code § 17200 *et seq.*, and all similar state consumer-protection statutes;
13 violations of the California Consumer Protection Act of 2018, Cal. Civ. Code § 1798, *et seq.* and all
14 similar state privacy-protection statutes; negligence; negligence *per se*; breach of contract; breach of
15 implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud;
16 misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment;
17 wantonness; failure to provide adequate notice pursuant to any breach notification statute or common
18 law duty; and including, but not limited to, any and all claims for damages, injunctive relief,
19 disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest,
20 credit monitoring services, the creation of a fund for future damages, statutory damages, punitive
21 damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver,
22 whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct
23 or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted,
24 or could have been asserted, by any member of the Settlement Class against any of the Released Persons
25 based on, relating to, concerning or arising out of the Data Incident and alleged theft of personal
26 information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise
27 described in the Litigation as they relate to the Data Incident. Released Claims shall not include the
28

1 right of any Settlement Class Member or any of the Released Persons to enforce the terms of the
2 settlement contained in this Settlement Agreement, and shall not include the claims of members of the
3 Settlement Class Members who have timely excluded themselves from the Settlement Class.

4 1.22 “Released Persons” means the 49ers and its Related Entities and each of its past or
5 present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective
6 predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and
7 reinsurers.

8 1.23 “Plaintiffs” and “Representative Plaintiffs” mean Samantha Donelson, James Sampson,
9 and Katherine Finch.

10 1.24 “Data Incident” means the cyberattack perpetrated on the 49ers on or about February 6,
11 2022, in which third-party criminals gained unauthorized access to the 49ers’s network and gained
12 unauthorized access to the personal information of Plaintiffs and other consumers.

13 1.25 “Settlement Class” means all United States residents who were mailed notice by the 49ers
14 that their personal and/or financial information was impacted in a data incident occurring between
15 February 6, 2022 and February 11, 2022. However, the Settlement Class specifically excludes: (i) the
16 49ers, the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely
17 and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their
18 staff and family; and (v) any other Person found by a court of competent jurisdiction to be guilty under
19 criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data
20 Incident or who pleads *nolo contendere* to any such charge.

21 1.26 “Settlement Class Member(s)” means all United States residents meeting the definition
22 of the Settlement Class.

23 1.27 “Settlement Fund” means a means the common settlement fund established by Class
24 Counsel pursuant to 26 CFR § 1.468B-1 at Huntington Bancshares, Inc. or another qualified bank agreed
25 upon by the Parties and Settlement Administrator, in which the 49ers will deposit \$610,000.00 in
26 settlement funds and from which all monetary compensation to the Settlement Class and certain other
27 expenses shall be paid pursuant to Section 2 below. It is understood and agreed by the Settling Parties
28

1 that the \$610,000.00 in settlement funds paid by the 49ers shall be the full amount of the 49ers' financial
 2 contribution and that under no circumstances will the 49ers be required to pay any additional amounts
 3 related to settlement of the Litigation.

4 1.28 "Settlement Remainder" means the funds that remain in the Settlement Fund after paying
 5 (1) all Costs of Claims Administration; (2) any incentive payments approved by the Court to the
 6 Representative Plaintiffs; and (3) attorney's fees and costs as approved by the Court.

7 1.29 "Settlement Website" means a website, the URL for which to be mutually selected by
 8 the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement
 9 Agreement, their rights, dates and deadlines and related information, as well as provide the Settlement
 10 Class Members with the ability to to change their address or elect to receive their payment from the
 11 Settlement Fund electronically.

12 1.30 "Settling Parties" means, collectively, the 49ers and Plaintiffs, individually and on behalf
 13 of the Settlement Class.

14 1.31 "Short Notice" means the short form notice of the proposed class action settlement,
 15 substantially in the form as shown in **Exhibit A** to this Agreement. The Short Notice will direct
 16 recipients to the Settlement Website and inform members of the Settlement Class of, among other things,
 17 the Opt-Out and Objection Deadlines, and the date of the Final Fairness Hearing (if set prior to the
 18 Commencement Date (as defined below)).

19 1.32 "Unknown Claims" means any of the Released Claims that any member of the Settlement
 20 Class, including any Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release
 21 of the Released Persons that, if known by him or her, might have affected his or her settlement with,
 22 and release of, the Released Persons, or might have affected his or her decision not to object to and/or
 23 to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling
 24 Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have,
 25 and each of the other members of the Settlement Class intend to and shall be deemed to have, and by
 26 operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California
 27 Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any
 28

1 state, province, or territory of the United States (including, without limitation, California Civil Code §§
 2 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South
 3 Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code
 4 §1542, which provides:

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

10 Members of the Settlement Class, including Plaintiffs, and any of them, may hereafter discover
 11 facts in addition to, or different from, those that they, and any of them, now know or believe to be true
 12 with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each
 13 other member of the Settlement Class shall be deemed to have, and by operation of the Judgment shall
 14 have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims.
 15 The Settling Parties acknowledge, and members of the Settlement Class shall be deemed by operation
 16 of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement
 17 Agreement of which this release is a part.

18 1.33 “United States” as used in this Settlement Agreement includes the District of Columbia
 19 and all territories.

20 **2. Settlement Benefits**

21 2.1 In consideration for the releases provided in this Settlement Agreement, the 49ers shall
 22 fund the creation of the Settlement Fund to provide compensation to Settlement Class Members as set
 23 forth in this Section.

24 2.2 Administration Costs, Attorneys’ Fees, and Incentive Payments: Class Counsel will ask
 25 the court to approve the costs of a Settlement Administrator to manage the Settlement and for payment
 26 of their attorneys’ fees and costs of up to \$152,500. They will also ask the court to approve incentive
 27 payments to the Representative Plaintiffs of up to \$2,500 per person.

2.3 Settlement Remainder. The Settlement Remainder shall be distributed to Settlement Class Members on a *pro rata* basis, except that each California Settlement Subclass Member shall be allocated three shares of the Settlement Remainder. Class Counsel estimates California Settlement Subclass Members will receive approximately \$30 and other Settlement Class Members will receive approximately \$10. These numbers are estimates and may change based on court orders, settlement costs, or redistribution of funds from unclaimed checks sent to Settlement Class Members. No claim needs to be filed to receive this payment. If Settlement Class Members do nothing, a check will be mailed to them at the address in the 49ers' records. If a Settlement Class Member wishes to confirm or change their address, or request payment electronically, the Class Notice will instruct them to do so via the Settlement Website or by contacting the Settlement Administrator..

2.4 Information Security Improvements. Plaintiffs have received assurances in the form of a declaration, attached hereto as **Exhibit D**, that the 49ers have implemented or will implement certain reasonable steps to increase the security of its systems and environments.

2.5 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

3.1 As soon as practicable after the execution of the Settlement Agreement, Proposed Settlement Class Counsel and counsel for the 49ers shall jointly submit this Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form to be agreed

upon by the parties, or an order substantially similar to such form in both terms and cost, requesting, among other things:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Proposed Settlement Class Counsel as Settlement Class Counsel;
- d) appointment of Plaintiffs as Class Representatives;
- e) approval of a customary form of Short Notice to be mailed to Settlement Class Members in a form substantially similar to the one attached as **Exhibit A** to this Agreement;
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as **Exhibit B** to this Agreement, which, together with the Short Notice, shall include a fair summary of the parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing; and
- g) appointment of Kroll Settlement Administration as the Claims Administrator.

The Short Notice and Long Notice have been reviewed and approved by the Claims Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval.

3.2 All fees and costs for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration shall be paid from the Settlement Fund. Attorneys' fees, costs, and expenses of Settlement Class Counsel, and service awards to Class Representatives, as approved by the Court, shall also be paid from the Settlement Fund. Notice shall be provided to Settlement Class Members by the

1 Claims Administrator as follows:

2 a) *Class Member Information*: No later than fourteen (14) days after entry of the
3 Preliminary Approval Order, the 49ers shall provide the Claims Administrator
4 with the name and last known physical address and/or email address of each
5 Settlement Class Member (collectively, “Class Member Information”) that the
6 49ers possess.

- 7 • The Class Member Information and its contents shall be used
8 by the Claims Administrator solely for the purpose of
9 performing its obligations pursuant to this Settlement
10 Agreement and shall not be used for any other purpose at any
11 time. Except to administer the settlement as provided in this
12 Settlement Agreement, or provide all data and information in
13 its possession to the Settling Parties upon request, the Claims
14 Administrator shall not reproduce, copy, store, or distribute in
15 any form, electronic or otherwise, the Class Member
16 Information.

17 b) *Settlement Website*: Prior to the dissemination of the Class Notice, the Claims
18 Administrator shall establish the Settlement Website that will inform Settlement
19 Class Members of the terms of this Settlement Agreement, their rights, dates and
20 deadlines and related information. The Settlement Website shall include, in .pdf
21 format and available for download, the following: (i) the Long Notice; (ii) the
22 Preliminary Approval Order; (iii) this Settlement Agreement; (iv) the operative
23 Amended Class Action Complaint filed in the Litigation; and (v) any other
24 materials agreed upon by the Parties and/or required by the Court. The
25 Settlement Website shall provide Class Members with the ability to to change
26 their address or elect to receive their settlement payment electronically.

27 c) *Short Notice*: Within thirty (30) days after the entry of the Preliminary Approval
28

1 Order and to be substantially completed not later than forty-five (45) days after
2 entry of the Preliminary Approval Order, and subject to the requirements of this
3 Agreement and the Preliminary Approval Order, the Claims Administrator will
4 provide notice to the Settlement Class as follows:

- 5 • Via email to all Settlement Class Members for whom the 49ers
6 is in possession of an email address;
- 7 • via U.S. Mail to all Settlement Class Members for whom the
8 49ers is not in possession of an email address, but is in
9 possession of a postal address, including to any Settlement
10 Class members where an email notice was attempted but the
11 Administrator received confirmation that the email address is
12 not valid. Before any mailing under this Paragraph occurs, the
13 Claims Administrator shall run the postal addresses of
14 Settlement Class Members through the United States Postal
15 Service (“USPS”) National Change of Address database to
16 update any change of address on file with the USPS;
- 17 • in the event that a mailed Short Notice is returned to the Claims
18 Administrator by the USPS because the address of the recipient
19 is no longer valid, and the envelope contains a forwarding
20 address, the Claims Administrator shall re-send the Short
21 Notice to the forwarding address within seven (7) days of
22 receiving the returned Short Notice;
- 23 • in the event that subsequent to the first mailing of a Short
24 Notice, and at least fourteen (14) days prior to the Opt-Out and
25 Objection Deadline, a Short Notice is returned to the Claims
26 Administrator by the USPS because the address of the recipient
27 is no longer valid, i.e., the envelope is marked “Return to
28

1 Sender” and does not contain a new forwarding address, the
2 Claims Administrator shall perform a standard skip trace, in the
3 manner that the Claims Administrator customarily performs
4 skip traces, in an effort to attempt to ascertain the current
5 address of the particular Settlement Class Member in question
6 and, if such an address is ascertained, the Claims Administrator
7 will re-send the Short Notice within seven (7) days of receiving
8 such information. This shall be the final requirement for
9 mailing.

- 10 d) Publishing, on or before the Notice Commencement Date, the Short Notice and
11 Long Notice on the Settlement Website, as specified in the Preliminary
12 Approval Order, and maintaining and updating the website until the Claims
13 Deadline;
- 14 e) A toll-free help line shall be made available to provide Settlement Class
15 Members with additional information about the settlement. The Claims
16 Administrator also will provide copies of the forms of Short Notice and Long
17 Notice, as well as this Settlement Agreement, upon request; and
- 18 f) Contemporaneously with seeking Final Approval of the Settlement, Proposed
19 Settlement Class Counsel and the 49ers shall cause to be filed with the Court an
20 appropriate affidavit or declaration with respect to complying with this
21 provision of notice.

22 3.3 The Short Notice, Long Notice, and other applicable communications to the Settlement
23 Class may be adjusted by the Claims Administrator, respectively, in consultation and agreement with
24 the Settling Parties, as may be reasonable and not inconsistent with such approval. The Notice Program
25 shall commence within thirty (30) days after entry of the Preliminary Approval Order and shall be
26 completed within forty-five (45) days after entry of the Preliminary Approval Order.

27 3.4 Proposed Settlement Class Counsel and the 49ers’ counsel shall request that after notice
28

1 is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval of the
2 settlement set forth herein.

3 3.5 The 49ers will also cause the Claims Administrator to provide notice to the relevant state
4 and federal governmental officials as required by the Class Action Fairness Act. The cost of providing
5 such notice shall be paid from the Settlement Fund.

6 **4. Opt-Out Procedures**

7 4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely
8 submit written notice of such intent to the designated Post Office box established by the Claims
9 Administrator. The written notice must clearly manifest a Person’s intent to opt-out of the Settlement
10 Class. To be effective, written notice must be postmarked no later than sixty (60) days after the Notice
11 Commencement Date. Notably, Class Counsel’s motion seeking attorneys’ fees, costs and expenses,
12 and service awards will be filed no later than the Notice Commencement Date, so Settlement Class
13 Members will have at least 60 days to opt after filing of the motion for attorneys’ fees.

14 4.2 All Persons who submit valid and timely notices of their intent to opt-out of the
15 Settlement Class, as set forth above, referred to herein as “Opt-Outs,” shall not receive any benefits of
16 and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of
17 the Settlement Class who do not opt-out of the Settlement Class in the manner set forth above shall be
18 bound by the terms of this Settlement Agreement and Judgment entered thereon.

19 4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court,
20 there have been more than 10 timely and valid Opt-Outs submitted, the 49ers may, by notifying Proposed
21 Settlement Class Counsel and the Court in writing, void this Settlement Agreement. If the 49ers voids
22 the Settlement Agreement pursuant to this paragraph, the 49ers shall be obligated to pay all settlement
23 expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Proposed Settlement
24 Class Counsel and service awards.

25 **5. Objection Procedures**

26 5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall
27 submit a timely written notice of his or her objection by the Objection Date. All written objections and
28

supporting papers must be submitted ONLY TO THE COURT and (a) clearly identify the case name and number (*In Re San Francisco 49ers Data Breach Litigation*, Case No. 3:22-CV-05138), (b) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California (San Francisco Division) at Phillip Burton Federal Building and U.S. Courthouse, 450 Golden Gate Ave., San Francisco, CA 94102, and (c) be filed or postmarked on or before the deadline established by the Court (anticipated to be 60 days after the Notice Date). All objections will be scanned into the electronic case docket, and the parties will receive electronic notices of all filings.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

6. Releases

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

6.2 Upon the Effective Date, the 49ers shall be deemed to have, and by operation of the

Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Representative Plaintiffs, each and all of the Settlement Class Members, Proposed Settlement Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses the 49ers may have against such Persons including, without limitation, any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither the 49ers nor its Related Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiffs, each and all of the Settlement Class Members, and Proposed Settlement Class Counsel.

7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Representative Plaintiffs

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that the 49ers would pay reasonable attorneys' fees, costs, expenses, and a service award to Plaintiffs as may be agreed to by the 49ers and Proposed Settlement Class Counsel or, in the event of no agreement, then as ordered by the Court. The 49ers and Proposed Settlement Class Counsel then negotiated and agreed to the payment described in ¶ 7.2.

7.2 Proposed Settlement Class Counsel will seek, and the 49ers has agreed not to oppose, an order from the Court awarding up to 25% of the Settlement Fund to Proposed Settlement Class Counsel for attorneys' fees, as well as any costs and expenses of the Litigation. Proposed Settlement Class Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs, and expenses awarded by the Court among Plaintiffs' Counsel.

7.3 Proposed Settlement Class Counsel will seek, and the 49ers has agreed not to oppose, an order from the Court awarding \$2,500 in service awards to each of the Class Representatives in this

1 case.

2 7.4 If awarded by the Court, the Settlement Administrator shall pay the attorneys' fees, costs,
3 expenses, and service awards to Plaintiffs, as set forth above in ¶¶ 7.2, 7.3, and 7.4, within 30 days after
4 the Effective Date. Service awards to Class Representatives and attorneys' fees, costs, and expenses will
5 be mailed to Matthew R. Wilson, Meyer Wilson Co., LPA, 305 W. Nationwide Blvd., Columbus, OH
6 43215. Proposed Settlement Class Counsel shall thereafter distribute the award of attorneys' fees, costs,
7 and expenses among Plaintiffs' Counsel and service awards to Plaintiffs consistent with ¶¶ 7.2 and 7.3.

8 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service award to
9 Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the
10 fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce
11 the consideration being made available to the Settlement Class as described herein. No order of the
12 Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any
13 attorneys' fees, costs, expenses, and/or service award ordered by the Court to Proposed Settlement Class
14 Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or
15 termination of this Settlement Agreement.

16 7.5 Class Counsel shall filed their motion seeking attorneys' fees, costs and expenses, and
17 service awards no later than the Notice Commencement Date.

18 **8. Administration of Claims**

19 8.1 The Claims Administrator shall administer and calculate the payments due to Settlement
20 Class Members. Proposed Settlement Class Counsel and counsel for the 49ers shall be given reports as
21 to distribution of payments

22 8.2 Settlement Class Members shall have the option of receiving payments from the
23 Settlement Fund via electronic payment or physical check. Checks for Valid Claims and/or
24 compensation from the Settlement Remainder shall be mailed and postmarked within sixty (60) days of
25 the Effective Date. Electronic payments shall also be initiated within sixty (60) days of the Effective
26 Date.

27 8.3 Upon the issuance of electronic payment or mailing of checks as set forth in ¶ 8.2, all
28

1 Settlement Class Members shall be forever barred from receiving any payments or benefits pursuant to
 2 the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions
 3 of the Settlement Agreement, the releases contained herein and the Judgment.

4 8.4 All checks mailed to Settlement Class Members will become void 180 days after mailing.
 5 If a check is not cashed within 180 days of mailing, the payment will be forfeited by the intended
 6 Settlement Class Member. Within 14 days of forfeiture the Settlement Administrator shall distribute,
 7 on an equal pro rata basis, all funds from unclaimed checks to Settlement Class Members who elected
 8 to receive an electronic payment.

9 8.5 No Person shall have any claim against the Claims Administrator, claims referee, the
 10 49ers, Proposed Settlement Class Counsel, Plaintiffs, and/or the 49ers' counsel based on distributions
 11 of benefits to Settlement Class Members.

12 **9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

13 9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the
 14 following events:

- 15 a) the Court has entered the Order of Preliminary Approval and Publishing of
- 16 Notice of a Final Fairness Hearing, as required by provisions herein;
- 17 b) The 49ers has not exercised its option to terminate the Settlement Agreement;
- 18 c) the Court has entered the Judgment granting final approval to the settlement as
- 19 set forth herein; and
- 20 d) the Judgment has become Final, as defined herein.

21 9.2 If all conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall
 22 be canceled and terminated subject to ¶ 9.4 unless Proposed Settlement Class Counsel and the 49ers'
 23 counsel mutually agree in writing to proceed with the Settlement Agreement.

24 9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to
 25 Proposed Settlement Class Counsel and to the 49ers' counsel a complete list of all timely and valid
 26 requests for exclusion (the "Opt-Out List").

27 9.4 In the event that the Settlement Agreement or the releases set forth above are not
 28

1 approved by the Court or the settlement set forth in the Settlement Agreement is terminated in
2 accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the
3 Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the
4 Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and
5 provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling
6 Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any
7 judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall
8 be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to
9 the contrary, no order of the Court or modification or reversal on appeal of any order reducing the
10 amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for
11 cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this
12 Settlement Agreement to the contrary, the 49ers shall be obligated to pay amounts already billed or
13 incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution
14 pursuant to the above and shall not, at any time, seek recovery of same from any other party to the
15 Litigation or from counsel to any other party to the Litigation.

16 **10. Miscellaneous Provisions**

17 10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement;
18 and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and
19 conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and
20 conditions of this Settlement Agreement.

21 10.2 The Settling Parties intend this settlement to be a final and complete resolution of all
22 disputes between them with respect to the Litigation. The settlement compromises claims that are
23 contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or
24 defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling
25 Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal
26 counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be
27 appropriate, any contention made in any public forum that the Litigation was brought or defended in
28

1 bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other
2 Party as it relates to the Litigation, except as set forth herein.

3 10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act
4 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
5 settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity
6 or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons;
7 or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission
8 of any of the Released Persons in any civil, criminal or administrative proceeding in any court,
9 administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement
10 and/or the Judgment in any action that may be brought against them or any of them in order to support
11 a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
12 settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or
13 similar defense or counterclaim.

14 10.4 The Settlement Agreement may be amended or modified only by a written instrument
15 signed by or on behalf of all Settling Parties or their respective successors-in-interest.

16 10.5 This Agreement contains the entire understanding between the 49ers and Plaintiffs
17 regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements,
18 commitments, understandings, and writings between the 49ers and Plaintiffs in connection with the
19 payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own
20 costs.

21 10.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly
22 authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement
23 Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to
24 enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement
25 Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to
26 ensure fairness to the Settlement Class.

27 10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party
28

1 hereto hereby warrants that such Person has the full authority to do so.

2 10.8 The Settlement Agreement may be executed in one or more counterparts. All executed
3 counterparts and each of them shall be deemed to be one and the same instrument. A complete set of
4 original executed counterparts shall be filed with the Court.

5 10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the
6 successors and assigns of the parties hereto.

7 10.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the
8 terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for
9 purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10 10.11 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him”
11 means “him, her, or it.”

12 10.12 All dollar amounts are in United States dollars (USD).

13 10.13 Cashing a settlement check is a condition precedent to any Settlement Class Member’s
14 right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance
15 and shall bear the language: “This check must be cashed within ninety (90) days, after which time it is
16 void.” If a check becomes void, the Settlement Class Member shall have until six months after the
17 Effective Date to request re-issuance. If no request for re-issuance is made within this period, the
18 Settlement Class Member will have failed to meet a condition precedent to recovery of settlement
19 benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and the
20 49ers shall have no obligation to make payments to the Settlement Class Member for expense
21 reimbursement or any other type of monetary relief. The same provisions shall apply to any re-issued
22 check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180)
23 days from the Effective Date, requests for re-issuance need not be honored after such checks become
24 void.

25 10.14 All agreements made and orders entered during the course of the Litigation relating to
26 the confidentiality of information shall survive this Settlement Agreement.

27 IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be
28

executed, by their duly authorized attorneys.

AGREED TO BY:

By: /s/ M. Anderson Berry

By: /s/ Marcus McCutcheon

MEYER WILSON CO., LPA

Matthew R. Wilson (SBN 290473)

mwilson@meyerwilson.com

Michael J. Boyle, Jr. (SBN 258560)

mboyle@meyerwilson.com

305 W. Nationwide Boulevard

Columbus, OH 43215

Telephone: (614) 224-6000

Facsimile: (614) 224-6066

CLAYEO C. ARNOLD,

A PROFESSIONAL CORPORATION

M. Anderson Berry (SBN 262879)

aberry@justice4you.com

Gregory Haroutunian (SBN 330263)

gharoutunian@justice4you.com

865 Howe Avenue

Sacramento, CA 95825

Telephone: (916) 239-4778

Fax: (916) 924-1829

MILBERG COLEMAN BRYSON

PHILLIPS GROSSMAN, PLLC

John J. Nelson (SBN 317598)

jnelson@milberg.com

401 W Broadway, Suite 1760

San Diego, California 92101

Telephone: (858) 209-6941

STRAUSS BORRELLI LLP

Raina Borelli (PHV forthcoming)

raina@straussborrelli.com

Samuel J. Strauss (PHV forthcoming)

sam@straussborrelli.com

613 Williamson Street, Ste. 201

Madison, Wisconsin 53703

Tel: (608) 237-1775

Fax: (608) 509-4423

Attorney(s) for Plaintiffs

BAKER & HOSTETLER, LLP

Casie D. Collignon (PHV)

ccollignon@bakerlaw.com

Michelle R. Gomez (PHV)

mgomez@bakerlaw.com

1801 California, Ste. 4400

Denver, CO 80202

Tel: (303) 861-0600

Fax: (303) 861-7805

Marcus S. McCutcheon (SBN 281444)

mmccutcheon@bakerlaw.com

600 Anton Blvd.

Suite 900

Costa Mesa, CA 92626

Tel: 714-754-6600

Fax: 714-754-6611

EXHIBIT A

A proposed Settlement has been reached in a class action lawsuit known as *In Re San Francisco 49ers Data Breach Litigation*, Case No. 3:22-CV-05138-JD (“Litigation”), filed in the United States District Court for the Northern District of California, San Francisco Division.

What is this about? This Litigation alleges that on February 6, 2022, cybercriminals bypassed the 49ers’ security systems undetected and accessed Plaintiffs’ and other consumers’ personal information (“PII”) as part of a ransomware attack (“Data Incident”). The 49ers disagrees with Plaintiffs’ claims and denies any wrongdoing.

Who is a Settlement Class Member? You are a Settlement Class Member if you were mailed notice by the 49ers that your PII was impacted in a data incident occurring between February 6, 2022 and February 11, 2022.

What are the benefits? The settlement provides for a \$610,000 Common Fund, which will be paid out if the Court grants final approval of the Settlement, as follows:

- **Administration Costs, Attorneys’ Fees, and Incentive Payments:** Class Counsel will ask the court to approve the costs of a Settlement Administrator to manage the Settlement and for payment of their attorneys’ fees and costs. They will also ask the court to approve incentive payments to the representative plaintiffs.
- **Pro Rata Cash Payment:** The remainder of the Settlement Fund will be paid to Settlement Class Members on a *pro rata* basis, except that each California Settlement Subclass Member shall be allocated three shares of the remaining Settlement Fund. Class Counsel estimates California Settlement Subclass Members will receive approximately \$30 and other Settlement Class Members will receive approximately \$10. These numbers are estimates and may change based on court orders, settlement costs, or redistribution of funds from unclaimed checks sent to Settlement Class Members. ***No claim needs to be filed to receive this payment.*** If you do nothing, a check will be mailed to you at the address in the 49ers’ records. If you wish to confirm or change your address, or request payment electronically, please visit [settlement website] for instructions on how to change your address or payment preferences.
- **Information Security Improvements:** The 49ers have and will implement certain reasonable steps to increase the security of its systems and environment.

What are my other rights?

Do Nothing: If you do nothing, you remain in the settlement. You give up your rights to sue but you will receive your *pro rata* share of the Settlement Fund..

Exclude yourself: You can get out of the settlement and keep your right to sue the 49ers related to the Data Incident, but you will not receive any compensation from the settlement. You must submit a valid and timely request for exclusion to the Claims Administrator by <<Opt-Out Date>>.

Object: You can stay in the settlement but tell the Court why you think the settlement should not be approved. Objections must be submitted by [Objection Date]. Detailed instructions on how to exclude yourself or object are on the Settlement Website below. The Court will hold the Final Fairness Hearing at <<Date>> at <<Time>> a.m. PT to consider whether the proposed settlement is fair, reasonable, and adequate, to consider attorneys’ fees up to twenty-five percent (25%) of the

Settlement Fund (\$152,500), costs and expenses, and a service award of \$2,500 to each named Representative Plaintiff in this Litigation, and to consider whether and if it should be approved. You may attend this hearing but are not required to. The date may change without further notice to the Settlement Class, so please check the www.website.com, the Court's PACER site at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays, to confirm that the date has not been changed.

More information. *This Notice is only a summary.* This notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement available at www.website.com, by contacting class counsel at [email address and phone number], by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also contact the Settlement Administrator at **San Francisco 49ers Data Breach Litigation, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391.**

EXHIBIT B

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT
United States District Court for the Northern District of California

In re San Francisco 49ers Data Breach Litigation
Case No. 2:22-cv-05138-JD

This is not a solicitation from a lawyer, junk mail, or an advertisement. A Court authorized this Long Notice (“Notice”).

If the San Francisco 49ers (“49ers”) Notified You That Your Personal And/Or Financial Information Was Impacted In A Data Incident Occurring Between February 6, 2022 And February 11, 2022, You May be Eligible For Benefits From a Class Action Settlement.

- A proposed settlement has been reached in a class action lawsuit known as *In re San Francisco 49ers Data Breach Litigation*, Case No. 2:22-cv-05138-JD, filed in the United States District Court for the Northern District of California, San Francisco Division.
- This Litigation alleges that on February 6, 2022, cybercriminals bypassed the 49ers’ security systems undetected and accessed PII as part of a ransomware attack (“Data Incident”). Plaintiffs further allege that, as a result of the Data Incident, the criminals gained access to Plaintiffs’ and other consumers’ personal information, including but not limited to name, date of birth, and Social Security Number (collectively, “PII”). The 49ers disagrees with Plaintiffs’ claims and denies any wrongdoing.
- All Settlement Class Members will receive the following benefits from the \$610,000 Common Fund, if the Settlement is finally approved by the Court:
 - ❖ **Administration Costs, Attorneys’ Fees, and Incentive Payments:** Class Counsel will ask the court to approve the costs of a Settlement Administrator to manage the Settlement and for payment of their attorneys’ fees (up to \$152,500) and costs. They will also ask the court to approve incentive payments of \$2,500 each to the representative plaintiffs.
 - ❖ ***Pro Rata Cash Payment:*** After payment of Class Counsel’s attorney’s fees and costs, the costs of settlement administration, and any incentive awards to the named plaintiffs approved by the court, the remainder of the Settlement Fund will be paid to Settlement Class Members on a *pro rata* basis, except that each California Settlement Subclass Member shall be allocated three shares of the Settlement Remainder. Class Counsel estimates California Settlement Subclass Members will receive approximately \$30 and other Settlement Class Members will receive approximately \$10. These numbers are estimates and may change based on court orders, settlement costs, or redistribution of funds from unclaimed checks sent to Settlement Class Members. ***No claim needs to be filed to receive this payment.*** If you do nothing, a check will be mailed to you at the address in the 49ers’ records. If you wish to confirm or change your address, or request payment electronically, please visit [settlement website] for instructions on how to change your address or payment preferences.
 - ❖ **Information Security Enhancements:** The 49ers have and will implement certain reasonable steps to increase the security of its systems and environments.
- You are a Settlement Class Member if you were mailed notice by the 49ers that your personal and/or financial information was impacted in a data incident occurring between February 6, 2022 and February 11, 2022.

Your legal rights are affected regardless of whether you do or do not act.

Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Do Nothing	<p>If you do nothing, you remain in the settlement and will receive a pro rata share of the Settlement Fund.</p> <p>You give up your rights to sue the 49ers.</p>
Exclude Yourself	<p>Get out of the settlement. Get no money. Keep your rights.</p> <p>This is the only option that allows you to keep your right to sue about the claims in this lawsuit. You will not get any money from the settlement.</p> <p>Your request to exclude yourself must be postmarked no later than [INSERT].</p>
File an Objection	<p>Stay in the Settlement but tell the Court why you think the Settlement should not be approved.</p> <p>Objections must be postmarked no later than [INSERT].</p>
Go to a Hearing	<p>You can ask to speak in Court about the fairness of the settlement, at your own expense. <i>See</i> Question 18 for more details.</p> <p>The Final Fairness Hearing is scheduled for [INSERT].</p>

Questions? Go to www.website.com or call (XXX) XXX-XXXX

WHAT THIS NOTICE CONTAINS

Basic Information Pages 3-4

1. How do I know if I am affected by the Litigation and settlement?
2. What is this Litigation about?
3. Why is there a settlement?
4. Why is this a class action?
5. How do I know if I am included in the settlement?

The Settlement Benefits Pages 4-5

6. What does this settlement provide?
7. Do I have to submit a claim and how can I change my address or payment preferences?
8. What am I giving up as part of the settlement?
9. Will the Representative Plaintiffs receive compensation?

Exclude Yourself Page 6

10. How do I exclude myself from the settlement?
11. If I do not exclude myself, can I sue later?

The Lawyers Representing You Page 6

12. Do I have a lawyer in the case?
13. How will the lawyers be paid?

Objecting to the Settlement Page 7

14. How do I tell the Court that I do not like the settlement?
15. What is the difference between objecting and asking to be excluded?

The Final Fairness Hearing Page 8

16. When and where will the Court decide whether to approve the settlement?
17. Do I have to come to the hearing?
18. May I speak at the hearing?

Do Nothing Page 8

19. What happens if I do nothing?

Get More Information Page 8

20. How do I get more information about the settlement?
21. What if my contact information changes or I no longer live at my address?

Questions? Go to www.website.com or call (XXX) XXX-XXXX

BASIC INFORMATION

1. How do I know if I am affected by the Litigation and settlement?

You are a Settlement Class Member if you were mailed notice by the 49ers that your personal and/or financial information was impacted in a data incident occurring between February 6, 2022 and February 11, 2022.

The Settlement Class specifically excludes: (i) the 49ers, the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this Litigation about?

This case is known as *In Re San Francisco 49ers Data Breach Litigation*, Case No. 2:22-CV-05138-JD, filed in the United States District Court for the Northern District of California, San Francisco Division. The people who sued are called the “Plaintiffs” and the company they sued, the 49ers, is known as the “Defendant” in this case. The 49ers will be called “Defendant” in this Notice. Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of anyone whose Private Information was potentially impacted as a result of the Data Incident.

This Litigation alleges that on February 6, 2022, cybercriminals bypassed the 49ers’ security systems undetected and accessed PII as part of a ransomware attack. Plaintiffs further allege that, as a result of the Data Incident, the criminals gained access to Plaintiffs’ and other consumers’ PII, including but not limited to name, date of birth, and Social Security Number. After learning of the Data Incident, notification was mailed to persons whose personal and/or financial information may have been impacted by the Data Incident. Subsequently, this Litigation was filed asserting claims against the 49ers relating to the Data Incident. The 49ers denies Plaintiffs’ claims and denies any wrongdoing.

3. Why is there a settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Representative Plaintiffs, Defendant, and their attorneys believe the proposed settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class Members. The Court did not decide in favor of the Plaintiffs or Defendant. Full details about the proposed settlement are found in the Settlement Agreement available at [INSERT].

4. Why is this a class action?

In a class action, one or more people called “Representative Plaintiffs” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

5. How do I know if I am included in the settlement?

Questions? Go to www.website.com or call (XXX) XXX-XXXX

You are included in the settlement if you were mailed notice by the 49ers that your personal and/or financial information was impacted in a data incident occurring between February 6, 2022 and February 11, 2022. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the settlement, visit [INSERT], call toll-free [INSERT], or write to San Francisco 49ers Data Breach Litigation, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391.

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The settlement provides for a \$610,000 Common Fund, which will be paid out if the Court grants final approval of the Settlement, as follows:

Administration Costs, Attorneys' Fees, and Incentive Payments: Class Counsel will ask the court to approve the costs of a Settlement Administrator to manage the Settlement and for payment of their attorneys' fees (up to \$152,500) and costs. They will also ask the court to approve incentive payments to the representative plaintiffs of \$2,500 each.

Pro Rata Cash Payment: The remainder of the Settlement Fund after paying (1) all Costs of Claims Administration; (2) any incentive payments approved by the Court to the Representative Plaintiffs; and (3) attorney's fees and costs as approved by the Court will be paid to Settlement Class Members on a *pro rata* basis, except that each California Settlement Subclass Member shall be allocated three shares of the Settlement Remainder. Class Counsel estimates California Settlement Subclass Members will receive approximately \$30 and other Settlement Class Members will receive approximately \$10. These numbers are estimates and may change based on court orders, settlement costs, or redistribution of funds from unclaimed checks sent to Settlement Class Members. ***No claim needs to be filed to receive this payment.*** If you do nothing, a check will be mailed to you at the address in the 49ers' records. If you wish to confirm or change your address, or request payment electronically, please visit [settlement website] for instructions on how to change your address or payment preferences.

Information Security Improvements: The 49ers have and will implement the following reasonable steps to increase the security of its systems and environments. Any costs associated with these security improvements will be paid by the 49ers separate and apart from other settlement benefits:

- Created a new position, Executive Vice President, Technology, to oversee all IT operations.
- Hired an additional dedicated cybersecurity IT team member.
- Implemented multi-factor authentication (MFA) for all email users.
- Updated the MFA method for VPN connectivity from email to an Authenticator app on mobile devices.
- Updated endpoint detection and response agents to isolate endpoints immediately upon identifying an alert.
- Completed installation of endpoint detection and response agents, which was partially complete at time of incident to monitor network and directories.
- Implemented additional security software for Office 365 which provides monitoring and enhanced security of all mailboxes.

Questions? Go to www.website.com or call (XXX) XXX-XXXX

- Implemented a multi-tier stack of security software to provide additional layers of monitoring for network infrastructure and email.
- Implemented a multi-tier configuration for administrator accounts which requires unique passwords for different applications.
- Forced password changes for all users and IT personnel as part of the network restoration process following the ransomware attack.
- Currently instituting a policy to force password resets for all users at least every 6 months.
- Increased minimum password complexity requirements from 8 to 12 characters.
- Engaged a cyber security vendor to perform network penetration testing.
- Implemented an automated process for updating/patching server infrastructure.
- Currently implementing mobile device management for employee laptops and tablets with the ability to remotely manage, lock, and wipe devices.
- Increased the scope and frequency of mandatory security training for all employees.

7. Do I have to submit a claim and how can I change my address or payment preferences?

You do not need to submit a claim to receive a payment from the Settlement Fund. If you do nothing, a check will be mailed to you at the address in the 49ers' records. If you wish to confirm or change your address, or request payment electronically, please visit [settlement website] for instructions on how to change your address or payment preferences.

8. What am I giving up as part of the settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue the 49ers and its Related Entities and each of their respective past or present owners, parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers regarding the claims in this case. The Settlement Agreement, which includes all provisions about Released Claims, releases, and Released Persons, is available at [INSERT WEBSITE]

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, if the Settlement is approved, and you give up the right to sue for the claims in this case.

9. Will the Representative Plaintiffs receive compensation?

Yes. The Representatives Plaintiffs will receive a service award of up to \$2,500 per person, to compensate them for their services and efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Representative Plaintiffs.

EXCLUDE YOURSELF

10. How do I exclude myself from the settlement?

If you do not want to be included in the settlement, you must send a timely written request for exclusion. Your request for exclusion must be individually signed by you. Your request must clearly manifest your intent to be excluded from the settlement.

Your written request for exclusion must be postmarked no later than [Opt-Out Date] to:

Questions? Go to www.website.com or call (XXX) XXX-XXXX

San Francisco 49ers Data Breach Litigation
c/o Kroll Settlement Administration LLC
PO Box **225391**
New York, NY 10150-**5391**

Instructions on how to submit a request for exclusion are available at **[INSERT WEBSITE]** or from the Claims Administrator by calling **(XXX) XXX-XXXX**.

If you exclude yourself, you will not be able to receive any settlement benefits from the settlement and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit and you will keep your right to sue the Defendant on your own for the claims that this settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the settlement, and the settlement is approved by the Court, you forever give up the right to sue the Released Persons (listed in Question 8) for the claims this settlement resolves.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

Yes. The Court has appointed M. Anderson Berry and Gregory Haroutunian of Clayco C. Arnold, A Professional Corp, John J. Nelson of Milberg Coleman Bryson Phillips Grossman PLLC, and Matthew R. Wilson of Meyer Wilson Co., LPAN (collectively called “Proposed Settlement Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees up to twenty-five percent (25%) of the Settlement Fund (\$152,500) as well as costs and litigation expenses. A copy of Proposed Settlement Class Counsel’s application for attorneys’ fees, costs, and expenses will be posted on the Settlement Website, **[INSERT WEBSITE]**, before the Final Fairness Hearing. The Court will make the final decisions as to the amounts to be paid to Proposed Settlement Class Counsel, and may award less than the amount requested by Proposed Settlement Class Counsel.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I do not like the settlement?

You can ask the Court to deny approval by filing an objection. You can’t 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 should object.

Questions? Go to **www.website.com** or call **(XXX) XXX-XXXX**

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 be submitted **ONLY TO THE COURT, postmarked by no later than [Objection Date]** and include the following:

- a. clearly identify the case name and number (*In Re San Francisco 49ers Data Breach Litigation*, Case No. 3:22-CV-05138-JD);
- b. be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the address below, and
- c. be filed or postmarked on or before the [Objection Date].

Clerk of the Court
<p>Class Action Clerk United States District Court Northern District of California (San Francisco Division) Phillip Burton Federal Building and U.S. Courthouse 450 Golden Gate Avenue San Francisco, CA 94102</p>

All objections will be scanned into the electronic case docket, and the parties will receive electronic notices of all filings. If you do not submit your objection with all requirements, or if your objection is not filed or postmarked by [Objection Date], you will be considered to have waived all objections and will not be entitled to speak at the Final Fairness Hearing.

15. What is the difference between objecting and asking to be excluded?

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

THE FINAL FAIRNESS HEARING

16. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Fairness Hearing at [INSERT DATE, TIME, LOCATION]. The date may change without further notice to the Settlement Class, so please check the [WEBSITE], the Court's PACER site at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays, to confirm that the date has not been changed.

At the hearing, the Court will consider whether the proposed settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request

Questions? Go to www.website.com or call (XXX) XXX-XXXX

was made properly. The Court will also consider the award of Attorneys' Fees, Costs, and Expenses to Class Counsel and the request for a service award to the Representative Plaintiffs.

17. Do I have to come to the hearing?

No. You are not required to come to the Final Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Fairness Hearing, but that is not necessary.

18. May I speak at the hearing?

Yes. You can speak at the Final Fairness Hearing but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required. You cannot speak at the hearing if you exclude yourself from the settlement.

DO NOTHING

19. What happens if I do nothing?

If you do nothing, you will receive a pro rata payment from the Settlement Fund in the form of a check sent via U.S. Mail. You will not be able to sue for the claims in this case, and you release the claims against Defendant described in Question 8.

All checks mailed to Settlement Class Members will become void 180 days after mailing. If you do not cash or deposit your check within 180 days of mailing, the check will be voided and you will forfeit your right to receive a payment from the Settlement Fund.

GET MORE INFORMATION

20. How do I get more information about the Settlement?

This Notice is only a summary of the proposed settlement. This notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement available at www.website.com, by contacting class counsel at [\[email address and phone number\]](#), by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also contact the Claims Administrator at [San Francisco 49ers Data Breach Litigation, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391](#).

21. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Claims Administrator of your updated information. You may do so by visiting the Contact Us section of www.website.com or at the address below:

Questions? Go to www.website.com or call [\(XXX\) XXX-XXXX](#)

San Francisco 49ers Data Breach Litigation
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

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

Questions? Go to www.website.com or call (XXX) XXX-XXXX

EXHIBIT C

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA (SAN FRANCISCO)**

*IN RE SAN FRANCISCO 49ers DATA
BREACH LITIGATION*

Case No. 3:22-cv-05138-JD

Hon. James Donato

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

This matter is before the Court for consideration of whether the Amended Settlement Agreement¹ reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed plan for notifying the Settlement Class approved. Having reviewed the proposed Settlement Agreement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement Agreement satisfies the criteria for preliminary approval, the proposed Settlement Class should be preliminarily certified, and the proposed notice plan approved. Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

¹ Unless otherwise defined, all capitalized terms herein have the same meanings as those defined in Section II of the Settlement Agreement and Release (the “Settlement Agreement”).

Provisional Certification of The Settlement Classes

(1) The Court provisionally certifies the following Settlement Class for purposes of settlement only:

All persons who were mailed notice by the 49ers that their personal and/or financial information was impacted in a data incident occurring between February 6, 2022 and February 11, 2022. However, the Settlement Class specifically excludes: (i) the 49ers, the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

The Court further provisionally certifies the California Settlement Subclass for purposes of settlement only, defined as:

All persons residing in California who were mailed notification of the Data Incident from the 49ers at a California address. However, the California Settlement Class specifically excludes: (i) the 49ers, the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

Together the Settlement Class and the California Settlement Subclass are referred to herein as the “Settlement Class.”

(2) The Court determines that for settlement purposes the proposed Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), namely that the class is so numerous that joinder of all Class Members is impractical; that there are common issues of law and fact; that the claims of the Class Representatives are typical of absent Class Members; that the Class Representatives will fairly and adequately protect the interests of the Class as they have no interests antagonistic to or in conflict with the Class and have retained experienced and

1 competent counsel to prosecute this matter; that common issues predominate over any individual
2 issues; and that a class action is the superior means of adjudicating the controversy.

3 (3) Plaintiffs Samantha Donelson, James Sampson, and Katherine Finch are designated
4 and appointed as the Settlement Class Representatives.

5 (4) M. Anderson Berry and Gregory Haroutunian of Clayco C. Arnold, A Professional
6 Corp, John J. Nelson of Milberg Coleman Bryson Phillips Grossman PLLC, and Matthew R.
7 Wilson and Michael J. Boyle, Jr. of Meyer Wilson Co., LPAN, are designated as Class Counsel
8 pursuant to Federal Rule of Civil Procedure 23(g). The Court finds that Class Counsel are
9 experienced and will adequately protect the interests of the Settlement Class.

10 **Preliminary Approval of the Proposed Settlement Agreement**

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

15 **Final Approval Hearing**

16 (6) A Final Approval Hearing shall take place before the Court on _____, 2025,
17 at ___ a.m./p.m. in Courtroom 11 of the United States District Court for the Northern District of
18 California (San Francisco Division), located at 450 Golden Gate Avenue, San Francisco, CA
19 94102, to determine, among other things, whether: (a) the proposed Settlement Class should be
20 finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the
21 Settlement Agreement should be finally approved as fair, reasonable and adequate and, in
22 accordance with the Settlement's terms, all claims in the Consolidated Complaint and Action
23 should be dismissed with prejudice; (c) Settlement Class Members should be bound by the releases
24 set forth in the Settlement Agreement; (d) the proposed Final Approval Order and Judgment should
25 be entered; (e) the application of Class Counsel for an award of attorney's fees, costs, and expenses
26 should be approved; and (f) the application for Service Awards should be approved. Any other
27 matters the Court deems necessary and appropriate will also be addressed at the hearing. The
28

1 hearing may be re-scheduled without further notice to the Class.

2 (7) Class Counsel shall submit their application for fees, costs, and expenses and the
3 application for Service Awards no later than the Notice Deadline.

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

12 **Administration**

13 (9) Kroll Settlement Administration (“Kroll”) is appointed as the Settlement
14 Administrator, with responsibility for reviewing, determining the validity of, and processing all
15 claims submitted by Settlement Class Members, and all other obligations of the Settlement
16 Administrator as set forth in the Settlement Agreement. All Administration and Notice Costs
17 incurred by the Settlement Administrator will be paid out of the Settlement Fund, as provided in
18 the Settlement Agreement.

19 **Notice to the Class**

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

25 (11) The Court finds that the form, content, and method of giving notice to the
26 Settlement Class as described in the Notice Plan, Short Notice, and Long Notice: (a) constitute the
27 best practicable notice to the Settlement Class; (b) are reasonably calculated, under the
28

1 circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of
2 the proposed Settlement Agreement, and their rights under the proposed Settlement Agreement;
3 (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to
4 receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the
5 constitutional requirement of due process, and any other legal requirements. The Court further
6 finds that the notice is written in plain language, uses simple terminology, and is designed to be
7 readily understandable by Settlement Class Members.

8 **Exclusions from the Class**

9 (12) Each Person wishing to opt-out of the Settlement Class shall individually sign and
10 timely submit written notice of such intent to the designated Post Office box established by the
11 Claims Administrator. The written notice must clearly manifest a Person's intent to opt-out of the
12 Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days
13 after the Notice Commencement Date.

14 (13) All Persons who submit valid and timely notices of their intent to opt-out of the
15 Settlement Class, as set forth above, shall not receive any benefits of and/or be bound by the terms
16 of this Settlement Agreement.

17 **Objections to the Settlement Agreement**

18 (14) A Settlement Class Member that complies with the requirements of this Order may
19 object to the Settlement Agreement.

20 (15) Each Settlement Class Member desiring to object to the Settlement Agreement shall
21 submit a timely written notice of his or her objection by the Objection Date. All written objections
22 and supporting papers must be submitted ONLY TO THE COURT and (a) clearly identify the case
23 name and number (*In Re San Francisco 49ers Data Breach Litigation*, Case No. 3:22-CV-05138-
24 JD), (b) be submitted to the Court either by filing them electronically or in person at any location
25 of the United States District Court for the Northern District of California or by mailing them to the
26 Class Action Clerk, United States District Court for the Northern District of California (San
27 Francisco Division) at Phillip Burton Federal Building and U.S. Courthouse, 450 Golden Gate
28

1 Ave., San Francisco, CA 94102, and (c) be filed or postmarked on or before the deadline
2 established by the Court (anticipated to be 60 days after the Notice Date). All objections will be
3 scanned into the electronic case docket, and the parties will receive electronic notices of all filings.

4 (16) Any Settlement Class Member who fails to object to the Settlement Agreement in
5 the manner described herein shall be deemed to have waived any such objection, shall not be
6 permitted to object to any terms or approval of the Settlement Agreement at the Final Approval
7 Hearing, and shall be precluded from seeking any review of the Settlement Agreement or the terms
8 of this Agreement by appeal or any other means.

9 **Claims Process and Distribution Plan**

10 (17) The Settlement Agreement establishes a process for paying Settlement Class
11 Members. The Court preliminarily approves this process.

12 **Termination of the Settlement Agreement and Use of this Order**

13 (18) In the event that the Settlement Agreement is not approved by the Court or the
14 settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the
15 Settling Parties shall be restored to their respective positions in the Litigation and shall jointly
16 request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid
17 prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the
18 Settlement Agreement shall have no further force and effect with respect to the Settling Parties
19 and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment
20 or order entered by the Court in accordance with the terms of the Settlement Agreement shall be
21 treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to
22 the contrary, no order of the Court or modification or reversal on appeal of any order reducing the
23 amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for
24 cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement
25 in this Settlement Agreement to the contrary, the 49ers shall be obligated to pay amounts already
26 billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute
27 Resolution pursuant to the above and shall not, at any time, seek recovery of same from any other
28

party to the Litigation or from counsel to any other party to the Litigation.

Stay of Proceedings

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

Continuance of Final Approval Hearing

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

Actions by Settlement Class Members

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

Summary of Deadlines

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

Event	Time for Compliance
Funding Settlement Administration Costs	Within 21 days after entry of this Preliminary Approval Order or after receiving an invoice from the Settlement Administrator, whichever is later.

Notice Date	Within 30 calendar days after entry of this Preliminary Approval Order
Motion for Attorneys' Fees and Expenses and Service Awards	No later than the Notice Date
Opt-Out / Exclusion Deadline	Within 60 calendar days after the Notice Date
Objection Deadline	Within 60 calendar days after the Notice Date
Final Approval Brief and Response to Objections Due	No later than 14 days prior to the Final Approval Hearing
Final Approval Hearing	No earlier than 120 days after the Notice Date *The Final Approval Hearing date/time may be changed without further notice to the Class.
Funding Remainder of Settlement Fund	Within 21 days after the Effective Date, as defined in the Settlement Agreement.

IT IS SO ORDERED this ____ day of _____, 2025.

THE HONORABLE JAMES DONATO

EXHIBIT D

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

*IN RE SAN FRANCISCO 49ERS DATA
BREACH LITIGATION*

CASE NO. 3:22-CV-05138-JD

**[PROPOSED] FINAL APPROVAL
ORDER**

Hearing Date:

Hearing Time: .

Hearing Location: Courtroom 11, 19th Floor
450 Golden Gate Ave.
San Francisco, CA

Judge: Judge James Donato

WHEREAS, the Court, having considered the Settlement Agreement filed on **DATE (Doc. __)** (the “Settlement”) between and among Plaintiffs Samantha Donelson, James Sampson, and Katherine Finch (“Plaintiffs” or “Settlement Class Representative”), individually and on behalf of the Settlement Class, and Defendant Forty Niners Football Company LLC (“49ers” or “Defendant”) (collectively, the “Parties”), having considered the Court’s Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), having held a Final Approval Hearing on **DATE**, having considered all of the submissions and arguments with respect to the Settlement, and otherwise being fully informed, and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Plaintiffs’ Motion for Final Approval of Class Action Settlement is **GRANTED**.
2. This Order incorporates herein and makes a part hereof, the Settlement (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement and Preliminary Approval Order shall have the same meanings for purposes of this Order.
3. The Court has personal jurisdiction over Plaintiffs, the Settlement Class Members, and Defendant for purposes of this settlement, and has subject matter jurisdiction over this matter including,

without limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class for settlement purposes only, to settle and release all claims released in the Settlement, and to dismiss the Action with prejudice.

I. CERTIFICATION OF THE SETTLEMENT CLASSES

4. Based on its review of the record, including the Settlement, all submissions in support of the Settlement, and all prior proceedings in the Action, the Court finally certifies the following Settlement Class and California Settlement Subclass (collectively, the “Settlement Class”) for settlement purposes only:

Settlement Class: All persons who were mailed notice by the 49ers that their personal and/or financial information was impacted in a data incident occurring between February 6, 2022 and February 11, 2022. However, the Settlement Class specifically excludes: (i) the 49ers, the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

California Settlement Subclass: All persons residing in California who were mailed notification of the Data Incident from the 49ers at a California address. However, the California Settlement Class specifically excludes: (i) the 49ers, the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge

Excluded from the Settlement Class are any individuals that validly opt out of the Settlement, identified in **Exhibit A** hereto, each of whom submitted a timely and valid request for exclusion from the Settlement Class prior to the Opt-Out Deadline. Such persons shall not receive the benefits of the Settlement and shall not be bound by this Order.

1 5. For settlement purposes only, with respect to the Settlement Class, the Court
2 confirms that the prerequisites for a class action pursuant to Federal Rule of Civil Procedure 23 have
3 been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class
4 members in a single proceeding is impracticable; (b) questions of law and fact common to all members
5 of the Settlement Class predominate over any potential individual questions; (c) the claims of Plaintiffs
6 are typical of the claims of the Settlement Class; (d) Plaintiffs and proposed Class Counsel will fairly and
7 adequately represent the interests of the Settlement Class; and (e) a class action is the superior method to
8 fairly and efficiently adjudicate this controversy. Any objections to the Settlement have been considered
9 and are hereby overruled.
10

11 **II. NOTICE TO THE SETTLEMENT CLASS**

12 6. The Court finds that Notice has been given to the Settlement Class in the manner
13 directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was
14 reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably
15 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
16 Action, the terms of the Settlement including its Releases, their right to exclude themselves from
17 the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final
18 Approval Hearing (either on their own or through counsel hired at their own expense), and the
19 binding effect of final approval of the Settlement on all persons who do not exclude themselves
20 from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or
21 entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States
22 Constitution (including the Due Process Clause), and any other applicable law.
23
24
25
26
27
28

1 related or affiliated entities, and each of their respective predecessors, successors, directors, officers,
2 employees, principals, agents, attorneys, insurers, and reinsurers) from the Released Claims.

3 14. For purposes of this Final Approval Order, “Released Claims” means any and all past,
4 present, and future claims and causes of action including, but not limited to, any causes of action arising
5 under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of
6 any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all
7 similar statutes in effect in any states in the United States as defined below; violations of the California
8 Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*, and all similar state consumer-
9 protection statutes; violations of the California Consumer Protection Act of 2018, Cal. Civ. Code § 1798,
10 *et seq.* and all similar state privacy-protection statutes; negligence; negligence *per se*; breach of contract;
11 breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud;
12 misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness;
13 failure to provide adequate notice pursuant to any breach notification statute or common law duty; and
14 including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory
15 relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services,
16 the creation of a fund for future damages, statutory damages, punitive damages, special damages,
17 exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown,
18 liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other
19 form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted,
20 by any member of the Settlement Class against any of the Released Persons based on, relating to,
21 concerning or arising out of the Data Incident and alleged theft of personal information or the allegations,
22 transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation as
23 they relate to the Data Incident. Released Claims shall not include the right of any Settlement Class
24
25
26
27
28

1 Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement
2 Agreement, and shall not include the claims of members of the Settlement Class Members who have
3 timely excluded themselves from the Settlement Class.

4 **V. ATTORNEYS' FEES, COSTS, AND EXPENSES AND REPRESENTATIVE**
5 **PLAINTIFFS' SERVICE AWARD**

6 15. The Court awards attorneys' fees of \$ [REDACTED] and reimbursement of costs and expenses
7 in the amount of \$ [REDACTED], and payment of a service award in the amount of \$ [REDACTED] to each Plaintiff.
8 The Court directs the Settlement Administrator to pay such amounts in accordance with the terms of the
9 Settlement. Class Counsel, in their sole discretion to be exercised reasonably, shall allocate and distribute
10 the attorneys' fees, costs, and expenses awarded by the Court among Plaintiffs' counsel of record in the
11 Action.
12

13 **VI. OTHER PROVISIONS**

14 16. Without affecting the finality of this Final Approval Order in any way, the Court retains
15 continuing and exclusive jurisdiction over the Parties and the Settlement Class for the purpose of
16 consummating, implementing, administering, and enforcing all terms of the Settlement.

17 17. Nothing in this Final Approval Order, the Settlement, or any documents or statements
18 relating thereto, is or shall be deemed or construed to be an admission or evidence of any violation of any
19 statute or law or of any liability or wrongdoing by Defendant.
20

21 18. In the event the Effective Date does not occur, this Final Approval Order shall be rendered
22 null and void and shall be vacated and, in such event, as provided in the Settlement, this Order and all
23 orders entered in connection herewith shall be vacated and null and void, the Parties shall be restored to
24 their respective positions in the Action, all of the Parties' respective pre-Settlement claims and defenses
25 will be preserved, and the terms and provisions of the Settlement shall have no further force and effect
26 with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose,
27

1 and any judgment or order entered by the Court in accordance with the terms of the Settlement shall be
2 treated as vacated, *nunc pro tunc*.

3 **IT IS SO ORDERED.**

4 Dated:

By: _____

The Honorable James Donato