

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA**

IN RE: HERFF JONES DATA BREACH LITIGATION)	Master File No. 1:21-cv-1329-TWP-DLP
)	
)	Judge Tanya Walton Pratt
)	
This Document Relates to:)	Magistrate Judge Doris L. Pryor
All Actions)	
)	

CLASS SETTLEMENT AGREEMENT AND RELEASE

This Class Settlement Agreement and Release is made and entered into by and among the following Settling Parties (as defined below): (i) Plaintiffs Justin Ahn, Kevin Bersch, Leighton Blackwood, Miriam Barnicle, Elizabeth Furcinito, Crysta Garner, Angela Garrett, Niculina Odagiu, Andrew Pawelczyk, Connie Quintana, Kristin Walker, and Keisha Windham (“Representative Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel Chestnut Cambronne PA; Mason Lietz & Klinger LLP; and Wolf Haldenstein Adler Freeman & Herz LLC (“Settlement Class Counsel”); and (ii) Herff Jones, LLC (“Herff Jones” or “Defendant”). This Class Settlement Agreement 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.

This litigation arose from an alleged cyberattack on certain computer systems that process online shopping transactions for the customers of Herff Jones. The criminals allegedly deployed computer code capable of obtaining information entered by Herff Jones’ customers during checkout.

Plaintiffs, individually and on behalf of a proposed class, filed an action against Herff Jones in the United States District Court for the Southern District of Indiana captioned *In re: Herff Jones*

Data Breach Litigation, Case No. 1:21-cv-1329-TWP-DLP, alleging claims arising from the aforesaid attack.

On October 19, 2021, the Parties engaged in an all-day, arm's-length mediation before the Hon. Wayne R. Andersen (Ret.) of JAMS, which ultimately resulted in a settlement in principle with Judge Andersen's assistance.

Pursuant to the terms agreed to and set out below, this Class Settlement Agreement resolves all actions, proceedings, and claims against Herff Jones that are asserted in, arise from, or relate to Plaintiffs' Consolidated Class Action Complaint ("CCAC") (Dkt. 30) and any other actions or claims by or on behalf of individuals or putative classes of consumers arising from the matters referenced in that CCAC and/or the alleged attack.

I. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF THE CLASS SETTLEMENT

Representative Plaintiffs believe the claims asserted in the Litigation, as set forth in the CCAC, have merit. Representative Plaintiffs and Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Herff Jones 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. Settlement Class Counsel are highly experienced in class action litigation and 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 Class Settlement Agreement is fair, reasonable, and adequate, and in the best interests of Plaintiffs and the Settlement Class.

II. DENIAL OF WRONGDOING AND LIABILITY

Herff Jones denies each and all of the claims and contentions alleged against it in the Litigation and believes its defenses have merit. Herff Jones denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, and without admitting or conceding any liability, damages or any wrongdoing whatsoever and without conceding the appropriateness of class treatment for claims asserted in any future complaint, Herff Jones has concluded that continuing further with 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 Class Settlement Agreement. Herff Jones also has considered the uncertainty and risks inherent in any litigation. Herff Jones has, therefore, determined it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement.

III. TERMS OF THE SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, and Herff Jones 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, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who timely and validly opt out of this Class Settlement Agreement, upon and subject to the terms and conditions of this Class Settlement Agreement, as follows:

1. Definitions

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

1.1 “Administrative Costs” means all costs and expenses associated with providing notice of the Class Settlement Agreement to the Settlement Class, Claims Administration, and otherwise administering and carrying out the terms of this Class Settlement Agreement.

1.2 “Agreement” or “Class Settlement Agreement” means this Class Settlement Agreement and Release.

1.3 “Approved Claims” means valid Settlement Claims approved by the Claims Administrator or found to be valid through the Dispute Resolution Process, as set forth below.

1.4 “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the Court to Settlement Class Counsel to compensate Settlement Class Counsel fully and completely for their fees, costs, and expenses in connection with the Litigation.

1.5 “Award” means the amount remitted by the Claims Administrator out of the Settlement Fund to a Settlement Class Member, as provided in Paragraphs 2 and 7 of this Class Settlement Agreement.

1.6 “California Settlement Subclass” means all Persons who were residents of the State of California at the time their Personal Information was exposed or potentially exposed in the Data Incident. Excluded from the Settlement Subclass is any judge presiding over this matter and any members of their first-degree relatives, judicial staff, the officers and directors of Herff Jones, Settlement Class Counsel and their first-degree relatives, and Persons who timely and validly request exclusion from the Settlement Class.

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

1.8 “Claims Administrator” means Angeion Group, a company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation, as may be jointly agreed upon by the Settling Parties and approved by the Court.

1.9 “Claims Deadline” means the deadline by which Settlement Class Members must submit any Settlement Claim. The Claims Deadline shall be set by the Court in the Preliminary Approval Order. The Settling Parties propose a Claims Deadline that is one hundred twenty (120) days after entry of the Preliminary Approval Order.

1.10 “Claim Form” means a claim form substantially similar to Exhibit 1-A hereto that Settlement Class Members must submit to be eligible for relief under the terms of the Class Settlement Agreement.

1.11 “Claims Period” means the time for Settlement Class Members to submit Settlement Claims, running from the date of entry of the Preliminary Approval Order through the Claims Deadline, in no event less than one hundred twenty (120) days.

1.12 “Claims Referee” means the Hon. Wayne Andersen (Ret.) of JAMS, or such other third party designated by agreement of the Settling Parties and approved by the Court to make final decisions about any disputed claims for settlement benefits.

1.13 “Class Notice” means the notice of settlement that is contemplated by this Class Settlement Agreement and which shall include the Long Notice and Summary Notice, substantially in the forms attached hereto as Exhibits 1-B and 1-C, respectively, as approved by the Court.

1.14 “Class Period” means the period at issue in the Data Incident.

1.15 “Consumers” shall mean individuals who purchased goods or services from Herff Jones either directly or through a Herff Jones sales partner organization.

1.16 “Data Incident” means the data incident that Herff Jones first announced on or around May 12, 2021, wherein the Personal Information of Consumers that was contained in or on the Herff Jones computer system during the August 1, 2020 through April 30, 2021 time frame may have been accessed, stolen, disclosed, exposed and/or compromised by or to unauthorized parties and which is the subject of this Litigation.

1.17 “Dispute Resolution Process” means the process for resolving disputed Settlement Claims as set forth in Paragraph 7 of this Class Settlement Agreement.

1.18 “Effective Date” means the date by which all of the events and conditions specified in Paragraphs 1.19 and 10 below for the Final Approval Order to become Final have occurred or have been met. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the Attorneys’ Fees and Expenses Award or the Service Award. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being the Attorneys’ Fees and Expenses Award and/or the Service Award.

1.19 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Class Settlement Agreement is approved by the Court; (ii) the Court has entered a final, appealable judgment; and (iii) either (a) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired or (b) 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’ Fees and Expenses 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.

1.20 “Final Approval Hearing” means the final hearing to be conducted by the Court in connection with the determination of the fairness, adequacy and reasonableness of this Class Settlement Agreement and the proposed settlement of the Litigation.

1.21 “Final Approval Order” means the Court’s Final Approval Order, which, among other things, approves this Class Settlement Agreement and the settlement as fair, adequate, and reasonable, dismisses the Litigation with prejudice, and confirms the final certification of the Settlement Class.

1.22 “Herff Jones” means Defendant Herff Jones, LLC.

1.23 “Litigation” means *In re: Herff Jones Data Breach Litigation*, Case No. 1:21-cv-1329-TWP-DLP (S.D. Ind.).

1.24 “Objection Deadline” means ninety (90) days after the date of entry of the Preliminary Approval Order or such other date set by the Court.

1.25 “Opt-Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion; (ii) who does not rescind that Request for Exclusion before the end of the Opt-Out Period; and (iii) as to whom there is not a successful challenge to the Request for Exclusion.

1.26 “Opt-Out Date” means the date by which Settlement Class Members must mail or submit through the settlement website their Request for Exclusion in order for that request to be excluded from the Settlement Class to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be ninety (90) days after the date of entry of the Preliminary Approval Order or such other date set by the Court.

1.27 “Opt-Out Period” means the period commencing on the date of entry of the Preliminary Approval Order and ending on the Opt-Out Date, during which Settlement Class Members may submit a timely Request for Exclusion.

1.28 “Out of Pocket Expenses” means only the following types of expenses that Settlement Class Members believe in good faith were incurred as a result of the Data Incident: (a) unreimbursed fraudulent payment card charges, unreimbursed payment card fees or unreimbursed bank fees, including unreimbursed card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees, and unreimbursed fees relating to an account being frozen or otherwise unavailable due to the Data Incident; (b) cell, internet, or text charges; (c) unreimbursed costs or charges for obtaining credit reports, credit freezes, or credit monitoring or identity theft protection services (up to three years of coverage); (d) parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card; and (e) other expenses reasonably attributable to the Data Incident.

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

1.30 “Personal Information” means payment card numbers, expiration dates, security and service codes, and/or any other payment card related information belonging to a Consumer, including the data elements set forth in the definition of “cardholder data” as defined by the

Payment Card Industry (“PCI”) Security Standards Council, and/or any other information related to or associated with the Consumer.

1.31 “Preliminary Approval Order” means the Court’s order granting, among other things, conditional certification of the Settlement Class, preliminary approval of this Class Settlement Agreement and the settlement, and approval of the form and method of Class Notice, substantially in the form attached as Exhibit 1-D.

1.32 “Released Claims” means any and all claims, whether known or unknown, including but not limited to, any claims, Unknown Claims, liability, rights, demands, suits, matters, obligations, damages, including consequential damages, losses or costs, liquidated damages, statutory damages, punitive damages, attorneys’ fees and costs, actions or causes of action of every kind and description, whether in law, in equity, for administrative relief, or otherwise, that the Settlement Class Members (and the respective heirs, administrators, representatives, attorneys, agents, officers, directors, employees, parents, subsidiaries, administrators, partners, predecessors, successors, assigns, subrogees, insurers, co-insurers, reinsurers and insurance brokers of each of Plaintiffs, Settlement Class Counsel and the Settlement Class Members and all other legal or natural persons who may claim by, through or under them who have not excluded themselves from the Settlement Class) had, have, or may have against Herff Jones and/or the Released Parties that result from, arise out of, are based upon, or relate in any way to the Data Incident, that were or could have been alleged in the Litigation, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of (1) the alleged theft, exposure, or disclosure of Settlement Class Members’ Personal Information; (2) the maintenance and storage of Settlement Class Members’ Personal Information; (3) Herff Jones’ information security policies and practices; and (4) Herff Jones’

notice of the Data Incident to Settlement Class Members. “Released Claims” does not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the Class Settlement Agreement and shall not include any claims of Settlement Class Members who have timely and validly excluded themselves from the Settlement Class.

1.33 “Released Parties” means Herff Jones and its past or present owners, parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, including without limitation Varsity Brands, LLC and BSN Sports, LLC, as well as Herff Jones’ and these entities’ respective predecessors, successors, directors, officers, shareholders, members, employees, servants, representatives, owners, principals, agents, advisors, consultants, vendors, partners, contractors, attorneys, insurers, reinsurers, subrogees, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in the Litigation, other than any third-party Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.34 “Representative Plaintiffs” mean Justin Ahn, Kevin Bersch, Leighton Blackwood, Miriam Barnicle, Elizabeth Furcinito, Crysta Garner, Angela Garrett, Niculina Odagiu, Andrew Pawelczyk, Connie Quintana, Kristin Walker, and Keisha Windham.

1.35 “Request for Exclusion” means a fully completed and properly executed written request that is timely delivered to the Claims Administrator by a Settlement Class Member under Paragraph 5 of this Class Settlement Agreement and is postmarked or submitted through the settlement website on or before the end of the Opt-Out Period. For a Request for Exclusion to be properly completed and executed, subject to approval by the Court, it must: (a) state the Settlement

Class Member's full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature or the original signature of a person authorized by law to act on the Settlement Class Member's behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian or person acting under a power of attorney; and (c) state unequivocally the Settlement Class Member's intent to be excluded from the settlement. If a Settlement Class Member's Request for Exclusion covers a payment card that includes co-signers or co-holders on the same payment card account, the Settlement Class Member's Request for Exclusion shall be deemed to be properly completed and executed as to that payment card only if all co-signers or co-holders elect to and validly opt out in accordance with the provisions of this Paragraph. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

1.36 "Service Award" means such funds as may be awarded by the Court to the Representative Plaintiffs for their service as Representative Plaintiffs.

1.37 "Settlement Claim" means a claim submitted pursuant to this Class Settlement Agreement for benefits conferred herein.

1.38 "Settlement Class" means all Persons residing in the United States whose Personal Information was exposed or potentially exposed in connection with the Data Incident, including but not necessarily limited to all Persons who were mailed a notification by or on behalf of Herff Jones between or around the period of May 12, 2021-June 18, 2021 regarding the Data Incident. Excluded from the Settlement Class is any judge presiding over this matter and any members of their first-degree relatives, judicial staff, the officers and directors of Herff Jones, Settlement Class

Counsel and their first-degree relatives, and Persons who timely and validly request exclusion from the Settlement Class.

1.39 “Settlement Class Counsel” means Bryan Bleichner of Chestnut Cambronne PA; Gary Klinger of Mason Lietz & Klinger LLP; and Carl Malmstrom of Wolf Haldenstein Adler Freeman & Herz LLC.

1.40 “Settlement Class Member(s)” means a member(s) of the Settlement Class.

1.41 “Settlement Costs” means all costs of the settlement including Administrative Costs, payments made to the Claims Referee to resolve any disputed claims, any Attorneys’ Fees and Expenses Award, and any Service Award to Representative Plaintiffs and all other expenses or costs related to the settlement including the costs of serving notices under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and Award payments to the Settlement Class Members.

1.42 “Settlement Fund” means Four Million Three Hundred Fifty Thousand Dollars (\$4,350,000), which shall be the only amount owed and paid by Herff Jones and the sole and exclusive source of all Settlement Costs and Award payments to Settlement Class Members.

1.43 “Settling Parties” means, collectively, Herff Jones and Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.44 “Unauthorized Charge Period” means the time from the beginning of the Class Period through the 180th day after the Class Period ends.

1.45 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including the Representative Plaintiffs, does not know or suspect to exist in his or her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision to participate in this Class Settlement Agreement. With respect to any and all

Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order shall have, released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members, including Representative Plaintiffs, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but the Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Final Approval Order shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims.

1.46 All time periods described in terms of “days” shall be in calendar days unless otherwise expressly stated.

2. Settlement Consideration

2.1 In consideration for the release contained in this Class Settlement Agreement and as a direct result of the Litigation and without admitting liability for any of the alleged acts or omissions alleged in the Litigation and in the interests of minimizing the costs inherent in any litigation, Herff Jones will perform all the following:

2.2 Prior to the funding of the Settlement Fund, Herff Jones will make payments necessary to cover the costs of the Notice Program. Such pre-payments will be deducted from the amount ultimately contributed to the Settlement Fund. Within thirty (30) days of the Effective Date, Herff Jones will pay the balance of the Settlement Fund to the Claims Administrator.

2.3 Settlement Class Members who file a valid claim will be eligible for a Tier 1, Tier 2, or Tier 3 Award. Settlement Class Members will receive only one payment regardless of the number of credit or debit cards used by the Settlement Class Member to purchase goods or services from Herff Jones. If more than one valid claim is submitted for a Settlement Class Member, the highest-valued valid claim filed will be processed and the remaining claims will be denied as duplicative.

2.4 Tier 1 Award: Every Settlement Class Member who attests that he or she used one or more of his or her debit or credit cards to purchase good(s) or service(s) from Herff Jones during the Data Incident is eligible to receive Seventy-Five Dollars (\$75), regardless of whether he or she experienced any fraudulent or unauthorized charges or whether he or she claims to have experienced any identity theft as a result of the Data Incident. The amounts to be paid for Tier 1 Awards are subject to adjustment as described in Paragraph 2.8 below.

2.5 Tier 2 Award: A Settlement Class Member who (i) attests that he or she used one or more of his or her debit or credit cards to purchase good(s) or service(s) from Herff Jones during the Data Incident; (ii) submits reasonable proof of a subsequent fraudulent charge on the same debit or credit card(s); (iii) attests that he or she spent at least some time addressing the fraudulent transactions or monitoring his or her account(s) as a result of the Data Incident; and (iv) attests that the fraudulent charge(s) was more likely than not caused by the Data Incident, is eligible to receive a Tier 2 Award consisting of \$25 per hour for time spent addressing the fraudulent

transaction(s) or monitoring their account(s) as a result of the Data Incident up to a total of 8 hours, for a maximum of \$200. The amounts to be paid for Tier 2 Awards are subject to adjustment as described in Paragraph 2.8 below. Any Settlement Class Member who submits a claim for a Tier 2 Award that is not approved or that is approved in an amount that is less than the amount the Settlement Class Member would otherwise receive as a Tier 1 Award will instead receive a Tier 1 Award.

2.6 Tier 3 Award: Herff Jones shall reimburse, as provided below, each Settlement Class Member in the amount of the Person's proven loss, but not to exceed \$5,000 per claiming Settlement Class Member, for monetary Out of Pocket Expenses incurred as a result of the Data Incident if: (a) it is an actual, documented, and unreimbursed monetary Out of Pocket Expense; (b) it was more likely than not caused by the Data Incident; and (c) the claimant made reasonable efforts to avoid, or seek reimbursement for, the loss. The amounts to be paid for Tier 3 Awards are subject to adjustment as described in Paragraph 2.8 below. Any Settlement Class Member who submits a claim for a Tier 3 Award that is not approved or that is approved in an amount that is less than the amount the Settlement Class Member would otherwise receive as a Tier 1 Award will, instead, receive a Tier 1 Award.

2.7 In addition to the above benefits, California Settlement Subclass Members will also be eligible for an additional benefit of \$100 per California Settlement Subclass Member ("California Claim(s)"), subject to a potential pro rata reduction as detailed below. To redeem this \$100 benefit, California Settlement Subclass Members must submit a Settlement Claim and attest that they were a California resident at the time of the Data Incident. The amounts to be paid for California Claims are subject to adjustment as described in Paragraph 2.8 below.

2.8 Residual Funds / Pro Rata Reduction: If, after all payments are made under sections 2.4 through 2.7 above, along with all other Settlement Costs, any residue of the Settlement Fund remains, all remaining funds will be distributed on a *pro rata* basis to all Settlement Class Members who submit a claim under Tier 1 (capped at an amount of \$200 per claimant), Tier 2 (capped at an amount no greater than \$50 per hour, or up to \$400 per claimant), Tier 3 (capped at an amount of \$10,000 per claimant), and Paragraph 2.7 (capped at an amount of \$200 per claimant). Any remaining funds after that distribution will be paid to a *cy pres* recipient to be agreed upon by the parties (and subject to Court approval). In the event, however, that Settlement Costs exceed the Settlement Fund, all class member payments will be reduced on a *pro rata* basis such that Defendant's maximum amount to be paid does not exceed the non-reversionary Settlement Fund.

2.9 Herff Jones shall, within ninety (90) days of the Effective Date of this Agreement, if it has not already done so, further develop, implement, and maintain a comprehensive information security program that is reasonably designed to protect the security, integrity, and confidentiality of Personal Information that Herff Jones collects or obtains from Consumers (collectively, the "ISP"). The Herff Jones ISP shall be written and shall contain administrative, technical, and physical safeguards appropriate to: (i) the size and complexity of Herff Jones' operations; (ii) the nature and scope of Herff Jones' activities; and (iii) the sensitivity of the Personal Information that Herff Jones maintains. Herff Jones may satisfy the requirement to implement and maintain the ISP through review, maintenance, and, as necessary, updating of an existing information security program or existing safeguards to ensure that the ISP is operating in a manner reasonably calculated to mitigate the risks of unauthorized access to or unauthorized acquisition of Personal Information; and upgrading information safeguards as necessary to limit such risks.

3. Preliminary Settlement Approval And Final Approval

3.1 As soon as practicable after the execution of the Class Settlement Agreement, Settlement Class Counsel shall file a motion seeking entry of a Preliminary Approval Order. A proposed Preliminary Approval Order shall be submitted with the motion and shall be substantially in the form set forth in Exhibit 1-D. The motion for Preliminary Approval shall request that the Court, *inter alia*:

(a) Stay all proceedings in the Litigation other than those related to approval of the Class Settlement Agreement;

(b) Stay and/or enjoin, pending Final Approval of the Class Settlement Agreement, any actions brought by Settlement Class Members concerning the Released Claims;

(c) Preliminarily certify the Settlement Class for settlement purposes only;

(d) Preliminarily approve the terms of the Class Settlement Agreement as fair, adequate, and reasonable;

(e) Appoint Representative Plaintiffs as the Settlement Class representatives for settlement purposes only;

(f) Appoint Settlement Class Counsel as counsel for the Settlement Class for settlement purposes only;

(g) Approve the Notice Program, as set forth in Paragraph 4 herein and set the dates for the Claims Deadline, Opt-Out Date, and Objection Deadline;

(h) Approve the form and contents of a long form notice (“Long Notice”) to be posted on the settlement website substantially similar to the one

attached hereto as Exhibit 1-B, and a Summary Notice to be emailed to Settlement Class Members (“Summary Notice”) and sent via First Class Mail to those Settlement Class Members to whom the electronic mail notice was undeliverable, substantially similar to the one attached hereto as Exhibit 1-C, which together shall include a fair summary of the Settling Parties’ respective litigation positions, the general terms of the settlement set forth in the Class Settlement Agreement, instructions for how to object to or submit a Request for Exclusion, the process and instructions for making Tier 1, 2 or 3 Award Settlement Claims and California Claims to the extent contemplated herein, and the date, time and place of the Final Approval Hearing;

(i) Approve a Claim Form substantially similar to that attached hereto as Exhibit 1-A;

(j) Appoint a Claims Administrator;

(k) Appoint the Hon. Wayne Andersen (Ret.) of JAMS as Claims Referee, or such other Claims Referee as jointly agreed to by the Settling Parties; and

(l) Schedule the Final Approval Hearing.

3.2 Herff Jones will not oppose entry of the Preliminary Approval Order so long as it is substantially in the form attached to this Class Settlement Agreement as Exhibit 1-D and is otherwise consistent with this Class Settlement Agreement.

3.3 Settlement Class Counsel and Herff Jones shall request that the Court hold a Final Approval Hearing after the Notice Program is completed and at least thirty (30) days after the Opt-Out Date, and grant Final Approval of the Class Settlement Agreement as set forth herein.

3.4 The proposed Final Approval Order that shall be filed with the motion for final approval shall, among other things:

- (a) Determine the Class Settlement Agreement is fair, adequate, and reasonable;
- (b) Finally certify the Settlement Class for settlement purposes only;
- (c) Determine that the Notice Program satisfies due process requirements;
- (d) Dismiss all claims in the CCAC with prejudice;
- (e) Bar and enjoin any Settlement Class Members who did not timely Opt-Out in accordance with the requirements of this Class Settlement Agreement from asserting any of the Released Claims; and
- (f) Release and forever discharge Herff Jones and the Released Parties from the Released Claims, as provided for in this Class Settlement Agreement.

4. Notice Program

4.1 Within ten (10) days of entry of the Preliminary Approval Order, Herff Jones will provide the Claims Administrator with a list of Settlement Class Members in Excel format including, to the extent available, the name, physical mailing address, and email address of each Settlement Class Member. The Claims Administrator shall cause notice to be disseminated to the Settlement Class Members pursuant to the Preliminary Approval Order and the Notice Program as described below, and in compliance with all applicable laws, including, but not limited to, the Due Process clause of the United States Constitution and Federal Rule of Civil Procedure 23, and be effectuated pursuant to the provisions set forth below, the costs of which shall be Settlement Costs. The Claims Administrator must maintain the list of Settlement Class Members in strict confidence and may not share the list with anyone other than Herff Jones.

4.2 Class Notice shall be provided to the Settlement Class as follows:

(a) Within forty-five (45) days after entry of the Preliminary Approval Order, the Claims Administrator shall mail, by First Class U.S. Mail, postage pre-paid (to the extent mailing addresses are available), and email (to the extent email addresses are available) the Summary Notice to Settlement Class Members. Within twenty (20) days after sending such mail and email, the Claims Administrator shall undertake reasonable efforts to confirm the address, and to resend notice, for any Settlement Class Members for which the Claims Administrator receives returned mail from the U.S. Postal Service indicating that the initial mailing was not delivered.

(b) By the time the Claims Administrator first mails and emails the Summary Notice to Settlement Class Members, the Claims Administrator shall establish a dedicated settlement website, that includes this Class Settlement Agreement, the Long Notice, the Summary Notice and the Claim Form approved by the Court. The Claims Administrator shall maintain and update the website throughout the Claims Period. The Claims Administrator will also post on the settlement website copies of the motion for final approval of the Class Settlement Agreement, and the motion for Attorneys' Fees and Expenses Award and Service Award. A toll-free number with interactive voice response, FAQs, and an option to speak to a live operator shall also be made available to address Settlement Class Members' inquiries. The settlement website shall not include any advertising and shall remain operational until thirty (30) days following the Effective Date, at which

time the Claims Administrator shall terminate the settlement website and transfer ownership of the URL to Herff Jones.

(c) At least twenty-one (21) days before the Claims Deadline, the Claims Administrator shall send a second email of the Summary Notice to Settlement Class Members with a valid email address.

4.3 The Notice Program shall be subject to approval by the Court as meeting the requirements of the United States Constitution as well as Rule 23(c) of the Federal Rules of Civil Procedure.

4.4 The Long Notice, Summary Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and necessary, so long as it is not inconsistent with such approval and does not materially alter the language approved by the Court.

4.5 Prior to the Final Approval Hearing, Counsel for the Settling Parties shall cause to be filed with the Court an appropriate declaration from the Claims Administrator demonstrating compliance with the Court-approved Notice Program.

5. Opt-Out Procedures

5.1 Each Settlement Class Member wishing to exclude themselves from the Settlement Class must individually sign and timely mail a written Request for Exclusion to the address designated by the Claims Administrator.

5.2 To be effective, a Request for Exclusion must be postmarked no later than ninety (90) days after the date of entry of the Preliminary Approval Order or such other date set by the Court.

5.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Settlement Class Counsel may file these materials with the Court, with any Personal Information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing.

5.4 All Opt-Outs from the Settlement Class shall not receive any benefits of or be bound by the terms of this Class Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not validly and timely opt out shall be bound by the terms this Class Settlement Agreement and the Final Approval Order entered thereon.

6. Objection Procedures

6.1 Each Settlement Class Member who does not file a valid and timely Request for Exclusion may file a notice of intent to object to the Class Settlement Agreement. The Long Notice shall instruct Settlement Class Members who wish to object to the Agreement to send their written objections to the Court and counsel to this Class Settlement Agreement. The Long Notice shall make clear that the Court can only approve or deny the Class Settlement Agreement and cannot change the terms. The Long Notice shall advise Settlement Class Members of the deadline for submission of any objections.

6.2 All such notices of an intent to object to the Class Settlement Agreement must be written and must include all of the following: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iii) a statement as to whether the objection applies only to the Settlement Class Member, to a specific subset of the

Settlement Class, or to the entire class; (iv) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any counsel representing the objector; (vi) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

6.3 In addition, Settlement Class Members who object to the proposed Class Settlement Agreement must make themselves available to be deposed regarding the grounds for their objection and must provide along with their objection the dates when the objector will be available to be deposed during the period from when the objection is filed through the date five (5) days before the Final Approval Hearing. To be timely, written notice of an objection in the appropriate form must be filed or postmarked no later than the Objection Deadline.

6.4 Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements in Paragraph 6 for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Class Settlement Agreement, and shall be bound by all the terms of the Class Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Class Settlement Agreement shall be through the provisions of Paragraph 6.

7. Claims Administration

7.1 The Claims Administrator shall administer and calculate the Settlement Claims submitted by Settlement Class Members. All Settlement Claims must be submitted on or before

the Claims Deadline to be deemed timely. Settlement Claims shall be evaluated on a first come, first served basis determined by the date of actual receipt of Settlement Claims by the Claims Administrator. The determination by the Claims Administrator and Claims Referee (as may be necessary) of the validity or invalidity of all Settlement Claims shall be binding, subject to the Dispute Resolution Process set forth in this Paragraph 7. Settlement Class Counsel and Herff Jones' counsel shall periodically be given reports as to both Settlement Claims and distribution, and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

7.2 For each Settlement Claim submitted and received, the Claims Administrator, in its sole discretion (to be reasonably exercised), will determine whether: (1) the claimant is a Settlement Class Member; and (2) the claimant has provided all information required to complete the Claim Form by the Claims Deadline, including but not limited to information required under Paragraph 2. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to adequately evaluate the Settlement Claim. All information provided to the Claims Administrator will be deemed confidential by the Claims Administrator.

7.3 The Claims Administrator shall determine whether a claimant's Claim Form, along with supporting materials, are sufficient to support a Settlement Claim. If the Claims Administrator should receive an incomplete Claim Form or a Claim Form with insufficient documentation to determine whether the claimant is a Settlement Class Member, the Claims Administrator shall request additional information and give the claimant twenty-one (21) days to cure any defect(s) before rejecting a Settlement Claim. The Claims Administrator's requests for additional information shall be made within twenty-one (21) days after the Claims Deadline. If a

Settlement Class Member fails to correct all deficiencies within twenty-one (21) days from receiving a request for additional information, the Claims Administrator shall deny the claimant's Settlement Claim and the claimant will not be entitled to an Award.

7.4 After receiving additional information, the Claims Administrator shall have thirty (30) days to accept or reject each Settlement Claim. If after review of the Settlement Claim and all documentation submitted by the claimant, the Claims Administrator determines that such a Settlement Claim is valid, then the Settlement Claim shall be paid within the time period provided in this Paragraph 7. If the Settlement Claim remains invalid because the claimant does not provide the requested information needed to complete the Claim Form and evaluate the Settlement Claim, then the Claims Administrator may reject the Settlement Claim without any further action apart from providing a notice of rejection of the Settlement Claim. If the Settlement Claim is rejected for other reasons, it shall be referred to the Claims Referee.

7.5 The Claims Referee shall have the power to approve or deny a Settlement Claim. If any dispute is submitted to the Claims Referee, the Claims Referee shall make a final determination of the dispute or request further supplementation of a Settlement Claim within twenty-one (21) days. The Claims Referee's determination shall be based on whether the Claims Referee is persuaded that the claimant is a member of the Settlement Class and entitled to an Award. The Claims Referee's decision will be final and non-appealable.

7.6 No Person shall have any claim against the Claims Administrator, Claims Referee, Herff Jones or its counsel, Settlement Class Counsel, and/or the Representative Plaintiffs based on distribution of Awards to Settlement Class Members or to the *cy pres* recipient referenced in this Agreement, if applicable.

7.7 The Claims Administrator shall agree to hold the Settlement Fund in a non-interest-bearing account, and administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined by Treasury Regulation § 1.46B-1, *et seq.* Any taxes owed by the Settlement Fund shall be paid by the Claims Administrator out of the Settlement Fund. Except for funding the Settlement Fund, Herff Jones shall not have any other financial obligation to any Settlement Class Member, including the Representative Plaintiffs; Settlement Class Counsel; the Claims Referee; and/or the Claims Administrator under the Class Settlement Agreement or otherwise. In addition, under no circumstances will Herff Jones have any liability for taxes or tax expenses under this Class Settlement Agreement, including any taxes owed by any recipient of funds under this Class Settlement Agreement.

7.8 The Claims Administrator will mail Award checks or send funds electronically (in an electronic payment format recommended by the Claims Administrator, such as PayPal, and agreed-upon by the parties) for Approved Claims within the later of sixty (60) days after the Effective Date or sixty (60) days after all disputed claims and claims for which the Claims Administrator requested additional information have been resolved. No distributions will be made without authorization from the parties. Award checks shall be valid for a period of one hundred eighty (180) days from issuance, and shall state, in words or substance, that the check must be cashed within one hundred eighty (180) days, after which time it will become void. In the event a settlement check becomes void, the Settlement Class Member to whom that settlement check was made payable will forfeit the right to payment and will not be entitled to have the check reissued or to any further distribution from the Settlement Fund or to any further recourse against the Released Parties, and the Settlement Agreement will in all other respects be fully enforceable

against the Settlement Class Member. No later than one hundred ninety (190) days from the issuance of the Award checks, the Claims Administrator shall take all steps necessary to stop payment on any Award checks that remain uncashed.

7.9 If there is any balance remaining in the Settlement Fund ninety (90) days after the Claims Administrator completes the process for stopping payment on any Award checks that remain uncashed, the Settling Parties will return to the Court seeking direction as to the disposition of these funds, including the selection of a *cy pres* recipient to be approved by the Court. The funds distributed pursuant to the *cy pres* provision set forth in this Paragraph 7 shall not be considered unclaimed property under the laws of Indiana or any other state.

7.10 All Settlement Class Members who fail to timely submit a valid Settlement Claim for a Tier 1, 2 or 3 Award and/or for a California Claim payment hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving a Tier 1, 2 or 3 Award and/or a California Claim payment pursuant to this Agreement, but will in all other respects be subject to, and bound by, the provisions of this Agreement, the Releases contained herein and the Final Approval Order.

8. Releases

8.1 Upon the Effective Date, each Settlement Class Member, including Representative Plaintiffs, whether or not they have received an Award, will be deemed by operation of this Class Settlement Agreement and by operation of the Final Approval Order to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted Herff Jones and the Released Parties from any and all of the Released Claims, including Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative 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 the participation in the Agreement as provided herein) in which any of the Released Claims or Unknown Claims are asserted.

8.2 Upon entry of the Final Approval Order, each Settlement Class Member, including Representative Plaintiffs, shall be barred and otherwise enjoined from initiating, asserting, or prosecuting against Herff Jones and any Released Parties any claims that are released by operation of the Class Settlement Agreement and the Final Approval Order.

9. Settlement Class Counsel's Attorneys' Fees And Expenses Award; Representative Plaintiffs' Service Awards

9.1 Settlement Class Counsel may file a motion seeking reasonable attorneys' fees in an amount not to exceed thirty-five (35) percent (or \$1,522,500) of the Settlement Fund. In addition, Settlement Class Counsel may seek their reasonable costs and expenses from the Settlement Fund. The entirety of the Attorneys' Fees and Expenses Award shall be payable solely from the Settlement Fund. Herff Jones will not object to Settlement Class Counsel's motion for an award of attorneys' fees, costs, and expenses, unless Settlement Class Counsel's request exceeds the terms outlined in this Class Settlement Agreement.

9.2 Settlement Class Counsel will also request from the Court a Service Award for each Representative Plaintiff in the amount of Two Thousand Five Hundred Dollars (\$2,500), to be paid solely from the Settlement Fund. Herff Jones will not object to Representative Plaintiffs' request for a Service Award payment, unless Representative Plaintiffs' request exceeds the terms outlined in this Agreement.

9.3 Within forty-five (45) days after the Effective Date, the Claims Administrator shall pay any Attorneys' Fees and Expenses Award and Service Award from the Settlement Fund to a law firm designated by Settlement Class Counsel.

9.4 No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of Attorneys' Fees and Expenses Award or Representative Plaintiffs' Service Award hereunder shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Class Settlement Agreement.

9.5 Herff Jones shall not be liable for any additional attorneys' fees, costs or expenses of Settlement Class Counsel or the Representative Plaintiffs in the Litigation.

10. Conditions Of Settlement, Effect Of Disapproval, Cancellation Or Termination

10.1 Herff Jones' willingness to settle this Litigation on a class basis and to agree to the accompanying certification of the Settlement Class is dependent on achieving finality in this Litigation and the desire to avoid the expense of this and other litigation, unless otherwise expressly provided for in this Class Settlement Agreement. Consequently, Herff Jones has the right to terminate this Class Settlement Agreement, declare it null and void, and have no further obligations under this Class Settlement Agreement to the Settlement Class, including the Representative Plaintiffs, or Settlement Class Counsel, unless each of the following conditions occur:

- (a) The Court has entered a Preliminary Approval Order, approving this Agreement without modification; and
- (b) The Court enters a Final Approval Order, approving this Agreement without modification; and
- (c) The Effective Date has occurred; and

(d) The number of Opt-Outs is fewer than indicated in the Settling Parties' separate filing under seal with the Court.

10.2 If all of the conditions in Paragraph 10.1(a)-(c) are not fully satisfied, this Class Settlement Agreement shall, without notice, be automatically terminated unless Settlement Class Counsel and Herff Jones' counsel mutually agree in writing to proceed with the Class Settlement Agreement. If the condition in Paragraph 10.1(d) does not occur (i.e., if the number of Opt-Outs is greater than indicated in the Settling Parties' separate filing under seal with the Court), Herff Jones, in its sole discretion, shall have the right to terminate this Class Settlement Agreement.

10.3 In the event that the Class Settlement Agreement is not approved by the Court or the Class Settlement Agreement is terminated in accordance with its terms: (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or litigant, which extension shall be subject to the decision of the Court; and (b) the terms and provisions of the Class Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Class Settlement Agreement, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc* and shall have no force and effect and shall not otherwise be admissible in this or other litigation of any kind. Notwithstanding any statement in this Class Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, and expenses awarded to Settlement Class Counsel shall constitute grounds for cancellation or termination of the Class Settlement Agreement.

10.4 For the avoidance of doubt, Herff Jones conditionally agrees and consents to certification of the Settlement Class for settlement purposes only, and within the context of the Class Settlement Agreement only. If the Class Settlement Agreement, for any reason, is not fully approved or is otherwise terminated, Herff Jones reserves its right to assert any and all objections and defenses to certification of a class, and neither the Class Settlement Agreement nor any Order or other action relating to the Class Settlement Agreement shall be offered by any Person as evidence or in support of a motion to certify a class for a purpose other than settlement. This Agreement and Herff Jones' agreement to it shall not be argued or deemed to be an admission or concession in this or other litigation of any kind as to the propriety of class treatment of these or any other claims.

11. DISMISSAL OF THE ACTION

11.1 Representative Plaintiffs, on behalf of themselves and the Settlement Class Members, consent to the dismissal of this Litigation with prejudice upon the Court's final approval of this Class Settlement Agreement.

12. MISCELLANEOUS PROVISIONS

12.1 The Settling Parties and their counsel acknowledge that it is their intent to consummate this Class Settlement Agreement and agree to undertake their best efforts to effectuate and implement all terms and conditions of this Class Settlement Agreement, including taking all steps and efforts contemplated by this Class Settlement Agreement, and any other steps and efforts which may become necessary by order of the Court or otherwise.

12.2 The Settling Parties intend this Class Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation, and with regard to the Released Parties. The Class Settlement Agreement compromises claims that are contested and

shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

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

12.4 The Class Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

12.5 The Class Settlement Agreement contains the entire agreement between the Settling Parties and supersedes all prior agreements or understandings between them, subject to any

supplemental agreements executed by the Settling Parties and submitted to the Court. The terms of the Class Settlement Agreement shall be construed as if drafted jointly by all Settling Parties to this Class Settlement Agreement. The terms of the Class Settlement Agreement shall be binding upon each of the Settling Parties to this Class Settlement Agreement, their agents, attorneys, employees, successors and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Settlement Class Member.

12.6 Herff Jones shall not be liable for any additional attorneys' fees, costs or expenses of any Settlement Class Members' counsel, including any potential objectors or counsel representing a Settlement Class Member individually, other than what is expressly provided for in this Class Settlement Agreement. Settlement Class Counsel agree to hold Herff Jones harmless from any claim regarding the division of any award of attorneys' fees and expenses to Settlement Class Counsel, and any claim that the term "Settlement Class Counsel" fails to include any counsel, Person, or firm who claims that they are entitled to a share of any attorneys' fees awarded to Settlement Class Counsel in this lawsuit.

12.7 The Class Settlement Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Indiana, and the rights and obligations of the parties to the Class Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Indiana without giving effect to that State's choice of law principles.

12.8 The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Class Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Class Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Settling Parties. The

Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Class Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Class Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

12.9 The individuals signing this Class Settlement Agreement on behalf of Herff Jones represent that they are fully authorized by Herff Jones to enter into, and to execute, this Class Settlement Agreement on its behalf. Settlement Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Herff Jones on behalf of Representative Plaintiffs, and to enter into, and to execute, this Class Settlement Agreement on behalf of the Settlement Class, including the Representative Plaintiffs, subject to Court approval pursuant to Fed. R. Civ. P. 23(e).

12.10 None of the Settling Parties to this Class Settlement Agreement shall be considered to be the primary drafter of this Class Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

12.11 The Settling Parties agree that this Class Settlement Agreement, and the Final Approval Order following from the Class Settlement Agreement, will not prejudice in any way the Settling Parties' right to raise any of the arguments that the Settling Parties made in this case in any future litigation.

12.12 In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Class Settlement Agreement shall

continue in full force and effect without said provision to the extent Herff Jones does not exercise its right to terminate under Paragraph 10.

12.13 If applicable, within thirty (30) days after Award payments are funded, Settlement Class Counsel shall destroy all confidential, non-public information obtained in connection with the Litigation and Class Settlement Agreement, and certify the same.

12.14 All notices or formal communications under this Class Settlement Agreement shall be in writing and shall be given (i) by hand delivery; (ii) by registered or certified mail, return receipt requested, postage pre-paid; or (iii) by overnight courier to counsel for the Settling Party to whom notice is directed at the following addresses, and also send a copy by electronic mail:

For the Representative Plaintiffs and the Settlement Class:

Bryan L. Bleichner
CHESTNUT CAMBRONNE PA
100 Washington Avenue South, Suite 1700
Minneapolis, MN 55401-2138
Email: bbleichner@chestnutcambronne.com

Gary M. Klinger
MASON LIETZ & KLINGER LLP
227 W. Monroe Street, Suite 2100
Chicago, IL 60606-5017
Email: gklinger@masonllp.com

Carl Malmstrom
WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLC
111 West Jackson Boulevard, Suite 1700
Chicago, IL 60604-3597
Email: malmstrom@whafh.com

For Herff Jones:

Mark S. Mester
Robert C. Collins III
Kirsten C. Lee
LATHAM & WATKINS LLP
330 N. Wabash Avenue, Suite 2800
Chicago, IL 60611-3695
Email: mark.mester@lw.com
robert.collins@lw.com
kristen.lee@lw.com

Todd G. Vare
BARNES & THORNBURG LLP
11 S. Meridian Street
Indianapolis, IN 46204-3535
Email: todd.vare@btlaw.com

Counsel may designate a change of the person to receive written notice or a change of address, from time to time, by giving written notice to all Settling Parties in the manner described in this Paragraph.

12.15 Representative Plaintiffs, Settlement Class Counsel, Herff Jones, and Herff Jones' counsel may execute this Class Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Settling Parties had signed the same instrument. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed. This Class Settlement Agreement shall not be deemed executed until signed by Settlement Class Counsel and by counsel for and representative(s) of Herff Jones.

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Agreement to be executed on their behalf by their duly authorized counsel of record, all as of the day set forth below:

[SIGNATURES ON NEXT PAGE]

Dated: 1/3/2022

Bryan L. Bleichner
CHESTNUT CAMBRONNE PA

Gary M. Klinger
MASON LIETZ & KLINGER LLP

Carl Malmstrom
**WOLF HALDENSTEIN ADLER FREEMAN &
HERZ LLC**

By: *Gary M. Klinger*
Gary M. Klinger

*Counsel for Representative Plaintiffs and the
Settlement Class*

Dated: January 4, 2022

HERFF JONES, LLC

DocuSigned by:
By: *Gerardo Garcia*
3588994403E54B6...

Title: Senior Vice President and Deputy General Counsel

Dated: January 3, 2022

LATHAM & WATKINS, LLP

By: *Mark S. Mester*
Mark S. Mester

Counsel for Defendant Herff Jones, LLC

EXHIBIT 1-A

Herff Jones Settlement Administrator

P.O. Box XXXX
Address

Your Claim Form Must Be Submitted On or Before MONTH DD, 2022

In re: Herff Jones Data Breach Litigation

United States District Court for the Southern District of Indiana (Case No. 1:21-cv-1329-TWP-DLP)

Claim Form

SAVE TIME BY SUBMITTING YOUR CLAIM ONLINE AT WWW.HERFFJONESSETTLEMENT.COM

GENERAL CLAIM FORM INFORMATION

This claim form should be filled out online or submitted by mail if you used one or more debit, credit, or other payment cards directly or through an authorized Herff Jones sales partner organization between August 1, 2020 through April 30, 2021; and/or you incurred fraudulent charges on the same card and spent time addressing fraudulent charges or monitoring your account; and/or you experienced a documented, out-of-pocket, unreimbursed loss as a result of the data incident; and/or were a California resident at the time of the data incident.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, www.HerffJonesSettlement.com, or call 1-877-XXX-XXXX for more information.

If you wish to submit a claim for a settlement payment, please provide the information requested below. Please print clearly in blue or black ink. This claim form must be mailed and postmarked by **MONTH DD, 2022**.

TO SUBMIT A CLAIM FOR PAYMENT:

1. Complete all sections of this Claim Form.
2. Sign the Claim Form.
3. Provide Supporting Documentation, if required in Section 2.
4. Submit the completed Claim Form to the Class Administrator by Month DD, 2022.

This Claim Form should only be used if a claim is being mailed and is not being filed online. You may go to www.HerffJonesSettlement.com to submit your claim online, or you may submit this Claim Form by mail to the address at the top of this form.

1. CLASS MEMBER INFORMATION.

<small>*First Name</small>		<small>Middle Initial</small>
<small>*Last Name</small>		<small>Suffix</small>
<small>*Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)</small>		
<small>*City</small>	<small>*State</small>	<small>*Zip Code</small>
<small>*Current Email Address</small>		
<small>Current Phone Number (Optional)</small>		<small>*Settlement Claim ID</small>

Settlement Claim ID: Your Settlement Claim ID can be found on the postcard or Email Notice you received informing you about this Settlement. If you need additional help locating this ID, please contact the Settlement Administrator at 1 (877) XXX-XXXX.

2. PAYMENT ELIGIBILITY INFORMATION.

Please review the notice and sections 2.3 through 2.8 of the Settlement Agreement (available at www.HerffJonesSettlement.com) for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information and documentation as you can to help us figure out if you are entitled to a settlement payment.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Settlement Class Members who file a valid claim will be eligible for a Tier 1, Tier 2, **OR** Tier 3 award. Settlement Class Members will receive only one payment regardless of the number of credit or debit cards used by the Settlement Class Member on the Herff Jones website during the Data Incident. If more than one valid claim is submitted for a Settlement Class Member, the highest-valued valid claim will be processed and the remaining claims will be denied as duplicative. **Please be sure to attach documentation of the charges as described in bold type** (if you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish).

Tier 1: Attested Card Use

I attest that I have used one or more personal debit or credit cards on the Herff Jones website during the Data Incident (August 1, 2020 to April 19, 2021).

Note: Every Settlement Class Member who attests that they used one or more of their debit or credit cards on the Herff Jones website during the Data Incident (August 1, 2020 to April 19, 2021) is eligible to receive \$75.00, regardless of whether they experienced any fraudulent or unauthorized charges or whether they claim to have experienced any identity theft as a result of the Data Incident.

Tier 2: Lost Time

I attest that I have used one or more of my debit or credit cards on the Herff Jones website during the Data Incident (August 1, 2020 to April 19, 2021) and can submit reasonable proof of subsequent fraudulent charges on the same credit or debit card that were more likely than not caused by the Data Incident. As a result of this, I have spent at least some time (max of 8 hours) addressing the fraudulent transactions or monitoring my account as a result of the Data Incident.

Examples – You spent time calling customer service lines, writing letters or emails, on the Internet in order to get fraudulent charges reversed or updating automatic payment programs because your card number changed, etc. Please note that the time that it takes to fill out this Claim Form is not reimbursable and should not be included in the total.

Total number of hours spent on the Data Incident:

Briefly describe the time spent as a result of fraudulent charges caused by the data incident below. Please attach documentation to support the fraudulent charges you experienced.

You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.

Note: Any Settlement Class Member who submits a claim for a Tier 2 Award and that claim is not approved or the portion of that claim that is approved is less than the amount the Settlement Class Member would otherwise receive as a Tier 1 Award will instead receive a Tier 1 Award.

Tier 3: Out-of-Pocket Loss

I attest that I have experienced an actual, documented, and unreimbursed monetary loss that was more likely than not caused by the Data Incident. I have made reasonable efforts to avoid, or seek reimbursement for the loss.

Losses may include, but are not limited to: unreimbursed fraudulent charges, bank fees, replacement card fees, late fees from transactions with third parties that were delayed due to fraud or card replacements, credit freeze fees, parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card, credit monitoring purchased for up to three years, or other expenses reasonably attributable to the Data Incident.

Total amount for this category: \$.

Please provide copies of any receipts, bank statements, police reports, or other documentation supporting your claim. The settlement administrator may contact you for additional information before processing your claim.

You may mark out any information that is not relevant to your claim before sending in the documentation.

Description of the unreimbursed, out-of-pocket loss occurred and the documents attached to support this claim:

Note: Any Settlement Class Member who submits a claim for a Tier 3 Award and that claim is not approved or the portion of that claim that is approved is less than the amount the Settlement Class Member would otherwise receive as a Tier 1 Award will instead receive a Tier 1 Award.

California Subclass

In addition to the above benefits, California Settlement Subclass Members will also be eligible for an additional benefit of \$100 per California Settlement Subclass Member ("California Claim(s)"), subject to a potential pro rata reduction.

To redeem this \$100 benefit, California Settlement Subclass Members must submit a Settlement Claim and attest by checking the box below that they were a California resident at the time of the Data Incident.

I attest that I was a California resident at the time of the Data Incident (August 1, 2020 to April 19, 2021).

3. SIGN AND DATE YOUR CLAIM FORM.

<p>I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this claim form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.</p> <p>I understand that I may be asked to provide supplemental information by the Settlement Administrator or Claims Referee before my claim will be considered complete and valid.</p>		
_____	_____	_____
Signature	Print Name	Date

4. REMINDER CHECKLIST

1. Complete all sections of this Claim Form.
2. Sign and date the Claim Form in Section 3.
3. Enclose supporting documentation if making a claim for a Tier 2 or Tier 3 Award.
4. Mail your completed Claim Form to the Settlement Administrator or submit your claim online at www.SettlementWebsite.com. Please keep a copy of your completed Claim Form for your records.
5. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form. You can update your contact information at www.HerffJonesSettlement.com.

EXHIBIT 1-B

LONG FORM NOTICE

NOTICE OF CLASS ACTION SETTLEMENT

SOUTHERN DISTRICT OF INDIANA

In re: Herff Jones Data Breach Litigation,
Case No. 1:21-cv-01329-TWP-DLP (S.D. Ind.)

If you used a credit, debit, or other payment card for payment to Herff Jones, LLC between August 1, 2020 through April 30, 2021, you may be eligible for benefits from a data breach class action settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- A settlement (the “Settlement”) has been proposed with Herff Jones, LLC (“Defendant”) in lawsuits asserting claims against Defendant relating to a data security incident that occurred between August 1, 2020 through April 30, 2021 (the “Data Incident Period”), arising from a third-party criminal cyberattack involving the placement of malware targeting customers’ payment card information (the “Data Incident”). Defendant denies all of the claims. The Settlement does not establish who is correct and is not an admission of fault, but rather is a compromise to end the lawsuit.
- The Settlement includes, subject to certain limitations, all Persons residing in the United States whose Personal Information (as defined in the Settlement Agreement, found at www.HerffJonesSettlement.com) was exposed or potentially exposed in connection with the Data Incident, including but not necessarily limited to all Persons who were mailed a notification by or on behalf of Herff Jones between or around the period of May 12, 2021-June 18, 2021 regarding the Data Incident (the “Settlement Class”).
- The Settlement makes Settlement Class Members who submit valid claims eligible to receive cash payments, including for certain documented unreimbursed out-of-pocket expenses and time spent that resulted from the Data Incident.

Your legal rights are affected even if you do nothing. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim	This is the only way to get benefits under this Settlement.
Ask to be Excluded	Get no benefits. This is the only option that allows you to bring your own lawsuit against Defendant related to the Data Incident.
Object	Write to the Court about why you do not think the Settlement is fair, reasonable, or adequate.
Go to the Hearing	Ask to speak in Court about the fairness of the Settlement.
Do Nothing	Get no benefits from the Settlement. Give up rights to submit a claim for the Settlement benefits or to bring a different lawsuit against Defendant related to the Data Incident.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. No cash payments will be made until after the Court grants final approval of the Settlement and all appeals, if any, are resolved.

BASIC INFORMATION

1. Why is there a notice?

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Tanya Walton Pratt of the United States District Court for the Southern District of Indiana is overseeing this case known as *In re Herff Jones Data Breach Litigation*, Case No. 1:21-cv-01329. The people who brought the lawsuit are called the Plaintiffs. The company being sued, Herff Jones, LLC, is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Defendant was responsible for the Data Incident and asserts claims such as: negligence, negligence per se, declaratory judgment, and violations of the California Consumer Privacy Act and the Illinois Consumer Fraud and Deceptive Business Practices Act.

Defendant denies these claims and says it did not do anything wrong. No court or other judicial entity has made any judgment or other determination that Defendant has any liability on these claims or did anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Settlement Class (“Settlement Class Members”). The “Settlement Class Representatives” appointed to represent the Settlement Class, and the attorneys for the Settlement Class (“Settlement Class Counsel,” see Question 18) think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

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

You are affected by the Settlement and potentially a member of the Settlement Class if you reside in the United States and your payment card information was exposed or potentially exposed in connection with the Data Incident, including if you were mailed a notification by or on behalf of Herff Jones between or around the period of May 12, 2021-June 18, 2021 regarding the Data Incident.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class is any judge presiding over this matter and any members of their first-degree relatives, judicial staff, the officers and directors of Herff Jones, Settlement Class Counsel and their first-degree relatives, and Persons who timely and validly request exclusion from the Settlement Class.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call _____ with questions. You may also write with questions to _____.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides that Defendant will fund the following payments up to a total of \$4,350,000: (a) \$75 for reimbursement to Settlement Class Members who attest that they used a credit, debit or other payment card at the Herff Jones website to make a purchase during the Data Incident Period; (b) \$25 per hour, up to a total of \$200 for Settlement Class Members who submit reasonable proof of a subsequent fraudulent charge on the payment card, and who attest that they spent at least some time addressing the fraudulent transaction or monitoring their account as a result of the Data Incident, and that the fraudulent charge was more likely than not caused by the Data Incident; or (c) up to \$5,000 for reimbursement of certain out of pocket expenses stemming from the Data Incident that were not reimbursed (see Question 8).

The Settlement also provides that Settlement Class Members who were residents of the State of California at the time their Personal Information was exposed or potentially exposed in the Data Incident are eligible for an additional benefit of \$100 upon submitting a claim and attesting that they were a California resident at the time of the Data Incident.

Such benefits are subject to pro rata reduction as needed in the event that the total claims exceed the \$4,350,000 cap on payments to be made by Defendant, and payments may also be increased on a pro rata basis, with a maximum payment under part (a) above of \$200, a maximum payment under part (b) above of \$400, a maximum payment under part (c) above of \$10,000, and a maximum payment to members of the California subclass described above of \$200. If there are funds remaining after these payments, the residual amount will not be returned to the Defendant but paid to a charitable recipient. Payment of attorneys' fees, costs and expenses (see Question 19) and the costs of notifying the Settlement Class and administering the Settlement will also be paid out of the Settlement.

8. What payments are available for reimbursement of documented out-of-pocket expenses and time spent?

Settlement Class Members who do not submit a claim for a \$75 payment are eligible to receive:

- a) Reimbursement of actual, documented, unreimbursed out-of-pocket expenses resulting from the Data Incident (up to \$5,000 in total), such as:

- late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees;
- late fees from transactions with third parties that were delayed due to fraud or card replacement;
- unauthorized charges on credit, debit or other payment cards that were not reimbursed;
- parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card;
- credit freeze fees or credit monitoring purchased for up to three years; and
- other expenses that are reasonably attributable to the Data Incident that were not reimbursed; **or**

b) Compensation for time spent addressing fraudulent transactions or monitoring an account as a result of the Data Incident, and that the fraudulent charge was more likely than not caused by the Data Incident as described in response to Question 7, up to the amount of \$200.00.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

To receive a benefit under the Settlement, you must complete and submit a claim for that benefit (a “Claim”). Every Claim must be made on a form (“Claim Form”) available at www.HerffJonesSettlement.com or by calling 1-877-XXX-XXXX. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the claim form.

10. How will claims be decided?

The Settlement Administrator will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner the Claim will be considered invalid and will not be paid.

11. When will I get my payment?

The Court will hold a hearing on _____, 2022 at _____. to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DOES DEFENDANT GET?

12. What am I giving up as part of the Settlement?

If the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and other persons (“Released Parties”) as to all claims (“Released Claims”) arising out of or relating to the Data Incident. This release is described in the Settlement Agreement, which is available at www.HerffJonesSettlement.com. If you have any questions you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this Settlement, but you want to keep the right to sue Defendant about the legal issues in this case, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

13. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

14. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant (and any other Released Parties) for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for any benefit under the Settlement.

If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this class action, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitations or repose.

15. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the Settlement in *In re Herff Jones Data Breach Litigation*, Case No. 1:21-cv-01329 (S.D. Ind.). The letter must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (c) state unequivocally your intent to be excluded from the settlement. If your request for exclusion covers a payment card that includes co-signers or co-holders on the same payment card account, your shall be deemed to be properly completed and executed as to that payment card only if all co-signers or co-holders elect to and validly opt-out. You must mail your exclusion request postmarked by _____, 2022, to:

Herff Jones Data Breach Settlement Exclusions
PO Box _____

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change the terms. To object, you must mail your objection to the Clerk of the Court, Settlement Class Counsel and Defendant’s Counsel, at the mailing addresses listed below, postmarked by **no later** than the objection deadline, _____:

Court	Defendant’s Counsel
Clerk of the Court Birch Bayh Federal Building & U.S. Courthouse 46 East Ohio Street Indianapolis, IN 46204	Mark S. Mester Latham & Watkins LLP 330 North Wabash Avenue, Suite 2800 Chicago, Ill 60611
Settlement Class Counsel	
Bryan L. Bleichner Chestnut Cambronne PA 100 Washington Avenue South, Suite 1700 Minneapolis, MN 55401 Gary M. Klinger Mason, Lietz, & Klinger LLP 227 West Monroe Street, Suite 2100 Chicago, IL 60630 Carl V. Malmstrom Wolf, Haldenstein, Alder, Freeman, & Herz LLC 111 West Jackson, Suite 1700 Chicago, IL 60604	

Your objection must be written and must include all of the following: (i) your full name, address, telephone number, and e-mail address (if any); (ii) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class; (iii) a statement as to whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire class; (iv) a clear and detailed written statement of the specific legal and factual bases

for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any counsel representing you; (vi) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (viii) your signature and the signature of the your duly authorized attorney or other duly authorized representative (if any).

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

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment from the Settlement. If you exclude yourself, you have no basis to object because you are no longer a member of the Settlement Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Bryan L. Bleichner, Gary M. Klinger and Carl V. Malmstrom as Settlement Class Counsel, to represent the Class in settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Settlement Class Counsel will ask the Court for an award for attorneys' fees, costs and expenses up to \$1,522,500. Defendant has agreed to pay any award of attorneys' fees, costs and expenses up to that amount, to the extent approved by the Court. Any such award would compensate Settlement Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Settlement Class Counsel will also ask the Court for a service award up to \$2,500 each for Settlement Class Representatives.

Any award for attorneys' fees, costs and expenses for Settlement Class Counsel, and of service awards to the Settlement Class Representatives, must be approved by the Court. The Court may award less than the amounts requested. Settlement Class Counsel's papers in support of final approval of the Settlement and their application for attorneys' fees, costs and expenses, and service awards will be filed no later than _____ and will be posted on the settlement website.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Final Approval Hearing at _____ on _____, at the Birch Bayh Federal Building & U.S. Courthouse, 46 East Ohio Street, Indianapolis, IN 46204. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for service awards for the Settlement Class Representatives. After the hearing the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Settlement Class Counsel recommend checking www.HerffJonesSettlement.com or calling 1-877-XXX-XXXX.

21. Do I have to attend the hearing?

No. Settlement Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the final fairness hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection must be **mailed** to the Clerk of the Court, Settlement Class Counsel and Defendant's Counsel, postmarked no later than _____.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing you will not get any money from this Settlement. If the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the other Released Parties based on any of the Released Claims, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.HerffJonesSettlement.com. You may also call the Settlement Administrator with questions or to get a Claim Form at 1-877-XXX-XXXX.

EXHIBIT 1-C

LEGAL NOTICE BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA

HERFF JONES DATA BREACH SETTLEMENT

If you used a credit, debit, or other payment card for payment to Herff Jones, LLC between August 1, 2020 through April 30, 2021, you may be eligible for benefits from a data breach class action settlement.

A proposed settlement ("Settlement") has been reached in a lawsuit against Herff Jones, LLC ("Herff Jones"). The lawsuit claims that a data security incident occurred between August 1, 2020 and April 30, 2021 (the "Data Incident Period"), arising from a third-party criminal cyberattack involving the placement of malware targeting customers' payment card information (the "Data Incident"). Herff Jones denies these allegations. If approved by the Court, the Settlement resolves the case and provides benefits to Settlement Class Members that do not exclude themselves, including a monetary payment to Settlement Class Members who submit valid claims for out-of-pocket losses and lost time. This notice is only a summary. For more information, visit www.HerffJonesSettlement.com or call 1-877-XXX-XXXX.

Who is included?

You may be a Settlement Class Member if you reside in the United States and your payment card information was exposed or potentially exposed in connection with the Data Incident, including if you were mailed a notification by or on behalf of Herff Jones between or around the period of May 12, 2021 through June 18, 2021 regarding the Data Incident.

What can I get?

The proposed Settlement creates a Settlement Fund of \$4.35 million to pay approved claims made by Settlement Class Members.

Settlement Class Members may submit a claim for one of the following awards: (a) \$75 for reimbursement to Settlement Class Members who attest that they used a credit, debit or other payment card at the Herff Jones website to make a purchase during the Data Incident Period; (b) \$25 per hour, up to a total of \$200, for Settlement Class Members who submit reasonable proof of a subsequent fraudulent charge on the payment card, and who attest that they spent at least some time addressing the fraudulent transaction or monitoring their account as a result of the Data Incident, and that the fraudulent charge was more likely than not caused by the Data Incident; or (c) up to \$5,000 for actual, documented, unreimbursed out-of-pocket expenses resulting from the Data Incident.

Settlement Class Members may only receive one of the three above types of awards. If Settlement Class Members submit valid claims for multiple types of award, only the highest-valued claim filed will be processed and awarded.

In addition to the above awards, any Settlement Class Members who were residents of the State of California during the Data Incident Period are eligible to receive an additional benefit of \$100 upon submitting a claim and attesting that they were a California resident at the time of Data Incident.

All benefits are subject to *pro rata* reduction as needed in the event that the total claims and other costs exceed the \$4.35 million Settlement Fund. Payments may also be increased on a *pro rata* basis, with a maximum payment under part (a) above of \$200, a maximum payment under part (b) above of \$400, a maximum payment under part (c) above of \$10,000, and a maximum payment to members of the California subclass described above of \$200. If there are funds remaining after these payments, the residual amount will be paid to a charitable recipient. Payment of attorneys' fees, costs, and the costs of notifying the Settlement Class and administering the Settlement will also be paid out of the Settlement.

To be eligible to receive a monetary benefit under the Settlement, you must submit a Claim Form by _____, 2022. You may file a claim online at www.HerffJonesSettlement.com or request and submit a paper claim form by calling _____. If you have any questions about the Claim Form or how to file a claim, call _____ or email _____.

What are my options?

If your private information was compromised, or potentially compromised in the Data Incident, you can (1) do nothing and receive no benefit; (2) seek reimbursement by submitting a Claim

Form by _____, 2022 either (a) attesting that you used a credit, debit or other payment card at the Herff Jones website to make a purchase during the Data Incident Period; (b) providing proof you spent time addressing a fraudulent transaction on the payment card; or (c) submitting documentation of unreimbursed out-of-pocket expenses resulting from the Data Incident; (3) object to the Settlement by _____, 2022; or (4) exclude yourself by _____, 2022.

If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court's orders and judgments and will release your claims against Herff Jones (including any that you have already initiated in any proceeding), even if you do not file a claim. For information on how to exclude yourself, object, or file a claim, visit www.HerffJonesSettlement.com or call 1-877-XXX-XXXX. The Court will hold a Final Approval Hearing on _____, 2022 to decide whether to approve the Settlement. You may attend this hearing, but you do not have to. The time and date of this hearing may change without further notice to the Settlement Class, so please check the website for updates.

What happens next?

The Court, located in Indianapolis, Indiana, will hold a hearing on _____, 2022 at _____ ET (or such other date as set by the Court) to decide whether to approve the Settlement, including how much to pay Class Counsel for their work in representing the Settlement Class (up to \$1,522,500 that will be paid out of the Settlement Fund) and what Service Award, if any, should be given to the Representative Plaintiffs. Class Counsel will also ask the Court to award the Presentative Plaintiffs up to \$2,500.00 (two thousand five hundred dollars) each, an amount which will be paid out of the Settlement Fund. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice to the Settlement Class. Please check www.HerffJonesSettlement.com for updates.

Who represents me?

The Court has appointed Bryan L. Bleichner of Chestnut Cambronne PA, Gary M. Klinger of Mason, Lietz, & Klinger LLP, and Carl V. Malmstrom of Wolf, Haldenstein, Alder, Freeman, & Herz LLC to represent you as Class Counsel. 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. Bryan L. Bleichner may be contacted at 100 Washington Avenue South, Suite 1700, Minneapolis, MN 55401 or 612-339-7300. Gary M. Klinger may be contacted at 227 West Monroe Street, Suite 2100, Chicago, IL 60630 or 312-283-3814. Carl V. Malmstrom may be contacted at 111 West Jackson, Suite 1700, Chicago, IL 60604 or 312-984-0000.

How do I get more information?

For more information, including the Long Notice, Claim Form, Motion for Approval of Attorneys' Fees, and Settlement Agreement, call 1-877-XXX-XXXX or visit www.HerffJonesSettlement.com.

EXHIBIT 1-D

1. The Parties have agreed to a class action settlement of all Released Claims. Plaintiffs seek, and for purposes of settlement only Herff Jones does not object to, certification of a Settlement Class with the following definition:

All Persons residing in the United States whose Personal Information was exposed or potentially exposed in connection with the Data Incident, including but not necessarily limited to all Persons who were mailed a notification by or on behalf of Herff Jones between or around the period of May 12, 2021-June 18, 2021 regarding the Data Incident.

Specifically excluded are the following Persons:

- (i) Any judge presiding over this matter and any members of their first-degree relatives and judicial staff;
- (ii) The officers and directors of Herff Jones;
- (iii) Settlement Class Counsel and their first-degree relatives; and
- (iv) Persons who timely and validly request exclusion from the Settlement Class in accordance with the Court's orders.

2. For purposes of preliminary approval, this Court assesses the Settlement Agreement under Fed. R. Civ. P. 23(e). Under Rule 23(e)(1)(B), the Court “must direct notice in a reasonable manner” to proposed Settlement Class Members “if giving notice is justified by the parties’ showing that the court will likely be able to (i) approve the proposal [as fair, reasonable, and adequate] under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B).

Likely Approval as Fair, Reasonable and Adequate

3. To determine whether the Settlement Agreement is fair, reasonable and adequate, Rule 23(e)(2) directs the Court to consider whether:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of

any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

4. The Settlement Class representatives proposed in the Consolidated Class Action Complaint ("CCAC") (Dkt. 30) are adequately representing the proposed Settlement Class: they share the same alleged injury (that their Personal Information was exposed or potentially exposed in the Data Incident) and the same interest (maximizing recovery related to the Data Incident). Bryan L. Bleichner of Chestnut Cambronne PA, Gary M. Klinger of Mason Lietz & Klinger LLP, and Carl Malmstrom of Wolf Haldenstein Adler Freeman & Herz LLC are also adequately representing the proposed Settlement Class.

5. There is no question that the Parties are at arm's length. The Settlement Agreement appears to be the result of extensive, non-collusive, arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case through mediation-related discovery and whose negotiations were supervised by respected class-action mediator the Honorable Wayne R. Andersen (Ret.) of JAMS.

6. The Settlement Agreement provides adequate relief to the proposed Settlement Class. As part of the settlement, every Settlement Class Member who attests that he or she used one or more of his or her debit or credit cards to purchase goods or services from Herff Jones during the Data Incident (August 1, 2020 to April 30, 2021) is eligible to receive \$75, regardless of whether he or she experienced any fraudulent or unauthorized charges or whether he or she claims to have experienced any identity theft as a result of the Data Incident ("Tier 1 Award"). In the alternative, Settlement Class Members are eligible to receive up to \$200 for time spent addressing fraudulent transactions or monitoring their accounts as a result of the Data Incident ("Tier 2 Award") or up to \$5,000 for actual, documented and unreimbursed monetary out-of-

pocket losses incurred as a result of the Data Incident (“Tier 3 Award”). Finally, California Settlement Subclass Members are eligible for an additional benefit of \$100. If the Settlement Agreement had not been reached, the Parties planned to vigorously contest Herff Jones’ expected motion dismiss as well as class certification, and Plaintiffs’ chances at trial also would have been uncertain. In light of the costs, risks and delay of trial and appeal, this compensation is at least adequate for purposes of Rule 23(e)(1).

7. There is no reason to doubt the effectiveness of distributing relief under the Settlement Agreement. As further addressed below, the Parties propose a Notice Program reasonably calculated to reach nearly all members of the proposed Settlement Class.

8. This Court will fully assess the request of Settlement Class Counsel for Attorneys’ Fees and Expenses after receiving its motion supporting such request. At this stage, the Court finds that the plan to request fees to be paid from the Settlement Fund creates no reason not to direct notice to the proposed Settlement Class. In particular, should the Court find any aspect of the requested Attorneys’ Fees and Expenses unsupported or unwarranted, such funds would not be returned to Herff Jones, and therefore the Settlement Class would not be prejudiced by directing notice at this time.

9. No agreements exist between the Parties aside from those referred to in the Settlement Agreement.

10. The Settlement Agreement treats members of the proposed Settlement Class equitably relative to each other because all members of the proposed Settlement Class are eligible for a \$75 payment, Out-of-Pocket Loss reimbursement, or reimbursement for lost time. California Settlement Subclass Members are eligible for an additional award based on the statutory damages provided under certain California consumer protection statutes. These are equitable terms.

11. Having thoroughly reviewed the Settlement Agreement, the supporting exhibits and the Settling Parties' arguments, this Court finds that the Settlement Agreement is fair, reasonable and adequate to warrant providing notice to the Settlement Class, and thus likely to be approved, subject to further consideration at the Final Approval Hearing to be conducted as described below.

Likely Certification of Settlement Class

12. The Court assesses the likelihood that it will be able to certify the proposed Settlement Class under Rules 23(a) and 23(b)(3) (because this Settlement Class seeks damages). See Fed. R. Civ. P. 23(a)-(b). The Court makes this assessment for the purposes of settlement only at this time.

13. The proposed Settlement Class is sufficiently numerous under Rule 23(a)(1) because over one million Consumers used debit, credit, or other payment cards to purchase goods or services from Herff Jones during the Data Incident, all of whom would be members of the Settlement Class.

14. Resolution of the Litigation would depend on the common answers to common questions, such as whether Herff Jones adequately protected the Personal Information of Consumers and whether Herff Jones adequately provided notice of the Data Incident to Consumers.

15. Plaintiffs' claims are typical of the claims of the members of the proposed Settlement Class because they challenge the same conduct – Herff Jones' protection of Consumer information and response to the Data Incident -- and make the same legal arguments. Typicality under Rule 23(a)(3) is satisfied.

16. The proposed Settlement Class representatives and Settlement Class Counsel will fairly and adequately protect the interests of the proposed Settlement Class.

17. At least for purposes of settlement, the common issues in the Litigation predominate over individual issues under Rule 23(b)(3). Key elements of Plaintiffs' claims are Herff Jones' allegedly inadequate protection of Consumer Personal Information and Herff Jones' allegedly inadequate notifications to Consumers of the Data Incident.

18. The settlement would be superior under Rule 23(b)(3) to many individual actions. Many members of the proposed Settlement Class may not have suffered sufficient damages to justify the costs of expensive litigation. And if the members of the proposed Settlement Class with higher potential damages won significant verdicts, they might deprive remaining Class Members of compensation. The Settlement Agreement ensures that all Settlement Class Members will have the opportunity to be compensated through cash payments.

19. For these reasons, pursuant to Rule 23, and for settlement purposes only, the Court finds it will likely certify the Settlement Class defined above in paragraph 1 of this Order. This finding is subject to further consideration at the Final Approval Hearing to be conducted as described below.

20. The Court hereby preliminarily appoints the Plaintiffs as representatives of the Settlement Class. Pursuant to Fed. R. Civ. P. 23(g), the Court hereby preliminarily appoints Bryan L. Bleichner of Chestnut Cambronne PA, Gary M. Klinger of Mason Lietz & Klinger LLP and Carl Malmstrom of Wolf Haldenstein Adler Freeman & Herz LLC as Settlement Class Counsel for the Settlement Class.

21. In any final approval order issued after the Final Approval Hearing, the Court will bar and permanently enjoin all Settlement Class Members that have not been properly excluded from the Settlement Class from (a) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or

other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims and (b) organizing Settlement Class Members that have not been excluded from the class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency.

Approval of the Manner and Form of Notice

22. Having preliminarily approved the Settlement Agreement, the Court “must direct notice in a reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1)(B). The Parties have submitted a proposed Claim Form, attached to Plaintiffs’ Memorandum in Support of its Motion as Exhibit 1-A. They have also proposed three types of Class Notice: a web-published Long Notice and an emailed and mailed Summary Notice, which are attached to Plaintiffs’ Memorandum in Support of its Motion as Exhibits 1-B and 1-C.

23. Having reviewed these exhibits and the Settlement Agreement, the Court finds that the Parties’ proposed plan for providing notice to Settlement Class Members (a) is reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice, (b) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Litigation and of their right to object to or to exclude themselves from the settlement and (c) meets all applicable requirements of applicable law. The Notice Program satisfies the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. The Court therefore approves the

Notice Program and the notice documents substantially in the form attached as the exhibits to Plaintiffs' Motion.

24. Angeion Group ("Angeion") has been selected to serve as the Claims Administrator under the terms of the Settlement Agreement. The Court hereby appoints Angeion to serve as the Claims Administrator to be supervised jointly by Settlement Class Counsel, Plaintiffs and Defense Counsel in taking the actions ordered below and performing any other duties of the Claims Administrator provided for in the Settlement Agreement.

25. Accordingly, the Court hereby ORDERS as follows:

a. Within ten (10) days of entry of the Preliminary Approval Order, Herff Jones shall provide the Claims Administrator with a list of Settlement Class Members in Excel format including, to the extent available, the name, physical mailing address and email address of each Settlement Class Member.

b. Within fourteen (14) days after receiving the Settlement Class list from Herff Jones, the Claims Administrator shall mail, by First Class U.S. Mail, postage pre-paid (to the extent mailing addresses are available), and email (to the extent email addresses are available) the Summary Notice to Settlement Class Members. Within twenty (20) days after sending such mail and email, the Claims Administrator shall undertake reasonable efforts to confirm the address, and to resend notice, for any Settlement Class Members for which the Claims Administrator receives returned mail from the U.S. Postal Service indicating that the initial mailing was not delivered.

c. Within seven (7) days after receiving the Settlement Class list from Herff Jones, the Claims Administrator shall establish a dedicated settlement website, that includes the Settlement Agreement, the Long Notice, the Summary Notice and the Claim

Form approved by the Court. The Claims Administrator shall maintain and update the website throughout the Claims Period. The Claims Administrator will also post on the settlement website copies of the motion for final approval of the Settlement Agreement, and the motion for Attorneys' Fees and Expenses Award and Service Award. A toll-free number with interactive voice response, FAQs, and an option to speak to a live operator shall also be made available to address Settlement Class Members' inquiries. The settlement website shall not include any advertising and shall remain operational until thirty (30) days following the Effective Date, at which time the Claims Administrator shall terminate the settlement website and transfer ownership of the URL to Herff Jones

d. At least twenty-one (21) days before the Claims Deadline, the Claims Administrator shall send a second email of the Summary Notice to Settlement Class Members with a valid email address.

e. Prior to the Final Approval Hearing, Counsel for the Settling Parties shall cause to be filed with the Court an appropriate declaration from the Claims Administrator demonstrating compliance with the Court-approved Notice Program.

f. The Claims Administrator shall determine whether a claimant's Claim Form, along with supporting materials, are sufficient to support a Claim. If the Claims Administrator should receive an incomplete Claim Form or a Claim Form with insufficient documentation to determine whether the claimant is a Settlement Class Member, the Claims Administrator shall request additional information and give the claimant twenty-one (21) days to cure any defect(s) before rejecting a Settlement Claim. The Claims Administrator's requests for additional information shall be made within twenty-one (21) days after the Claims Deadline. If a Settlement Class Member fails to correct all

deficiencies within twenty-one (21) days from receiving a request for additional information, the Claims Administrator shall deny the claimant's Settlement Claim and the claimant will not be entitled to an Award.

g. After receiving additional information, the Claims Administrator shall have thirty (30) days to accept or reject each Settlement Claim. If after review of the Settlement Claim and all documentation submitted by the claimant, the Claims Administrator determines that such a Settlement Claim is valid, then the Settlement Claim shall be paid within the time period provided in the Settlement Agreement. If the Settlement Claim remains invalid because the claimant does not provide the requested information needed to complete the Claim Form and evaluate the Settlement Claim, then the Claims Administrator may reject the Settlement Claim without any further action apart from providing a notice of rejection of the Settlement Claim. If the Settlement Claim is rejected for other reasons, it shall be referred to the Hon. Wayne Andersen (Ret.) of JAMS, hereby appointed as the Claims Referee.

h. The Claims Referee shall have the power to approve or deny a Settlement Claim. If any dispute is submitted to the Claims Referee, the Claims Referee shall make a final determination of the dispute or request further supplementation of a Settlement Claim within twenty-one (21) days. The Claims Referee's determination shall be based on whether the Claims Referee is persuaded that the claimant is a member of the Settlement Class and entitled to an Award. The Claims Referee's decision will be final and non-appealable.

i. The Claims Administrator shall forward any objections to the Settlement Agreement received from Settlement Class Members to Settlement Class Counsel and Defense Counsel.

j. Within seven (7) days after the Opt-Out Date, the Claims Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Settlement Class Counsel may file these materials with the Court, with any Personal Information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing.

Participation in, Exclusion from or Objection to the Settlement Agreement

26. Each form described in this section shall be deemed to be submitted when postmarked or when electronically received by the Claims Administrator if submitted electronically.

27. Settlement Class Members that wish to receive Tier 1, 2, or 3 Awards under the Settlement Agreement must properly and timely complete, sign and submit a Claim Form in accordance with the instructions contained therein. All Claim Forms must be submitted no later than ninety (90) days after the date that notice is first provided to the Settlement Class (“the Notice Date”).

28. Settlement Class Members that wish to exclude themselves from (i.e., opt out of) the settlement must send a Request for Exclusion that:

a. States the Settlement Class Member’s full name, address, and telephone number;

b. Contains the Settlement Class Member's personal and original signature or the original signature of a person authorized by law to act on the Settlement Class Member's behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian or person acting under a power of attorney; and

c. States unequivocally the Settlement Class Member's intent to be excluded from the settlement.

29. If a Settlement Class Member's Request for Exclusion covers a payment card that includes co-signers or co-holders on the same payment card account, the Settlement Class Member's Request for Exclusion shall be deemed to be properly completed and executed as to that payment card only if all co-signers or co-holders elect to and validly opt-out.

30. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion; so-called "mass" or "class" opt outs shall not be allowed.

31. All Requests for Exclusion must be submitted no later than seventy-five (75) days after the date of entry of the Preliminary Approval Order. Any member of the Settlement Class that submits a timely Request for Exclusion may not file an objection to the Settlement Agreement and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

32. Any Settlement Class Member that fails to submit a timely and complete Request for Exclusion sent to the proper address shall be subject to and bound by the Settlement Agreement and every order or judgment entered pursuant to the Settlement Agreement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the Settlement Class Member's desire to be excluded from the

Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted.

33. Any Settlement Class Member that wishes to be heard at the Final Approval Hearing, or that wishes for any objection to be considered, must file with the Clerk of the Court a written notice of objection, including any request to be heard, no later than seventy-five (75) days after the date of entry of the Preliminary Approval Order. Such objection must provide:

- a. The objector's full name, address, telephone number, and e-mail address (if any);
- b. Information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class;
- c. A statement as to whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class;
- d. A clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection the objector believes applicable;
- e. The identity of any counsel representing the objector;
- f. A statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel;
- g. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and
- h. The objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

34. The Settlement Class Member must also serve by mail or hand delivery his or her notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon one of the Settlement Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice.

35. Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements for objecting 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.

36. Settlement Class Counsel and Defense Counsel may respond to any objection filed by a Settlement Class Member, and must file such a response with the Court no later than fourteen (14) Days prior to the Final Approval Hearing.

37. Settlement Class Members may not both object and opt out. If a Class Member submits both a Request for Exclusion and an objection, the Request for Exclusion shall be controlling.

38. Any Settlement Class Member that does not file a timely, written objection to the Settlement Agreement or that fails to otherwise comply with the requirements outline above in paragraphs shall be foreclosed from seeking any adjudication or review of the Settlement Agreement by appeal or otherwise.

Final Approval Hearing and Related Deadlines

39. This Court will hold a Final Approval Hearing on _____ in the United States District Court for the Southern District of Indiana, Courtroom 344, 46 East Ohio Street, Indianapolis, IN 46204 or by remote or virtual means as ordered by the Court. The purposes of the Final Approval Hearing will be to consider the fairness, reasonableness and adequacy of the

proposed settlement and the application for an award of Attorneys' Fees and Expenses, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement Agreement, granting Settlement Class Counsel's application for fees and expenses, granting the Service Awards application of Plaintiffs and dismissing the claims against Herff Jones with prejudice.

40. The Court reserves the right to adjourn the Final Approval Hearing without further notice to Settlement Class Members, or to approve the Settlement Agreement with modification without further notice to Settlement Class Members.

41. Any Settlement Class Member may appear at the Final Approval Hearing by filing with the Clerk of the Court a written notice of objection in accordance with the requirements outlined above and including a statement that he or she intends to appear at the Final Approval Hearing, either with or without counsel, along with a list of all Persons, if any, that will be called to testify in support of the objection.

42. If any Settlement Class Member hires an attorney to represent the Settlement Class Member at the Fairness Hearing, that attorney will be at the Settlement Class Member's expense.

43. Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement and who intends to make an appearance at the Final Approval Hearing must provide to Settlement Class Counsel and Defense Counsel and to file with the Clerk of the Court a notice of intention to appear no later than seventy-five (75) Days after the Notice Date.

44. Settlement Class Counsel's papers in support of any application for Attorneys' Fees and Expenses and/or Service Awards shall be filed by _____. If any reply papers are necessary, they shall be filed no later than fourteen (14) Days prior to the Final Approval Hearing.

45. Settlement Class Counsel's papers in support of final approval of the Settlement Agreement shall be filed _____. If any reply papers are necessary, they shall be filed no later than seven (7) Days prior to the Final Approval Hearing.

Effects of this Preliminary Approval Order

46. All proceedings in the Litigation other than those related to approval of the Settlement Agreement are hereby stayed.

47. If for any reason the Settlement Agreement fails to become effective in accordance with its terms, or if the judgment is not entered or is reversed, vacated or materially modified on appeal (and, in the event of material modification—which shall not include any modification to an award of Attorneys' Fees and Expenses or to the Service Awards—if either party elects to terminate the Settlement Agreement), this Order shall be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement Agreement, survive termination of the Settlement Agreement), and the Settling Parties shall return to their positions without prejudice in any way, as provided for in the Settlement Agreement.

48. As set forth in the Settlement Agreement, the fact and terms of this Order and the Settlement Agreement, all negotiations, discussions, drafts, and proceedings in connection with this Order and the Settlement Agreement, and any act performed or document signed in connection with this Order and the Settlement Agreement, shall not, in this or any other court, administrative agency, arbitration forum or other tribunal, constitute an admission or evidence or be deemed to create any inference against any party, including, but not limited to: (i) of any acts of wrongdoing or lack of wrongdoing; (ii) of any liability on the part of Herff Jones to the Plaintiffs, the Settlement Class or anyone else; (iii) of any deficiency of any claim or defense that has been or could have been asserted in this case; (iv) that Herff Jones agrees that a litigation class may be properly certified in this case; (v) of any damages or lack of damages suffered by the Plaintiffs, the

Settlement Class or anyone else; or (vi) that any benefits obtained by the Settlement Class pursuant to the Settlement Agreement or any other amount represents the amount that could or would have been recovered in the actions in this case if they were not settled at this point in time. The fact and terms of this Order and the Settlement Agreement, all negotiations, discussions, drafts and proceedings in connection with this Order and the Settlement Agreement, including but not limited to the judgment and the release of the Released Claims provided for in the Settlement Agreement and any judgment, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum or other tribunal, except as necessary to enforce the terms of this Order and/or the Settlement Agreement.

49. All members of the Settlement Class (unless and until they have timely and properly excluded themselves from the Settlement Class) are preliminarily enjoined from (a) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, participant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; (b) filing, commencing, participating in or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any member of the Settlement Class that has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (c) attempting to effect opt outs of a class of individuals in this lawsuit or any other lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating

to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims.

50. Any member of the Settlement Class who does not submit a timely, written Request for Exclusion from the Settlement Class (i.e., become an Opt Out) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release.

Dated: _____

/s/ _____
Tanya Walton Pratt
United States District Judge