

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Christie Lewis, Michael Lewis, and Kyle Nelson, individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 5) (together, “Plaintiffs”), and (2) Idaho Central Credit Union (“Defendant” or “ICCU”) (collectively, the “Parties”), in the consolidated actions Kyle Nelson v. Idaho Central Credit Union, Case No. CV03-20-00831 (the “Nelson Action”) and Christie L. Lewis; Michael L. Lewis v. Idaho Central Credit Union, Case No. CV01-20-3733 (the “Lewis Action”), both pending in the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bannock under Master Case No. CV03-20-00831 (collectively, the “Actions”).

RECITALS

WHEREAS, on February 24, 2020, the Lewis Action was filed against ICCU in the Fourth Judicial District of the State of Idaho, and on February 26, 2020, the Nelson Action was filed against ICCU in the Sixth Judicial District of the State of Idaho;

WHEREAS, both Actions relate to two data breaches disclosed by ICCU on or about February 6, 2020, potentially affecting certain personal information of current and former ICCU customers (the “Data Breach”);

WHEREAS, on September 18, 2020, the court entered an order consolidating the two related actions before the Honorable Robert C. Naftz, in the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bannock under Master Case No. CV03-20-00831;

WHEREAS, ICCU denies: a) the allegations and all liability with respect to any and all facts and claims alleged in the Actions; b) that the class representatives in the Actions and the class they purport to represent have suffered any damage; and c) that the Actions satisfy the requirements to be tried as a class action under the Idaho Rules of Civil Procedure;

WHEREAS, the Parties agreed to engage the Honorable Jay C. Gandhi (United States Magistrate Judge, Ret.) of JAMS ADR as a mediator to oversee settlement negotiations in the Actions. In advance of formal mediation, ICCU provided informal discovery related to the merits of Plaintiffs’ claims and class certification. The Parties also exchanged detailed mediation briefs with their respective positions on the merits of the claims and class certification; and

WHEREAS, following extensive arm’s length settlement negotiations, conducted through Judge Gandhi that included an all-day mediation session on July 16, 2020, the Parties executed a binding term sheet setting forth the essential terms of settlement;

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “Actions” means *Kyle Nelson v. Idaho Central Credit Union*, Case No. CV03-20-

00831 and *Christie L. Lewis; Michael L. Lewis v. Idaho Central Credit Union*, Case No. CV01-20-3733, which have been consolidated under the caption *In re: ICCU Data Breach Litigation*, before the Honorable Robert C. Naftz, in the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bannock under Master Case No. CV03-20-00831.

2. “Additional Cash Payments” means cash payments payable to each Participating Settlement Class Member from the monies remaining in the Settlement Fund after all payments are made for (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards Payments approved by the Court; (iv) Fee Award and Costs; and (v) reimbursement for Out-of-Pocket Losses and Attested Time.

3. “Approved Claim” means a Claim Form timely submitted by a Participating Settlement Member that has been approved by the Settlement Administrator.

4. “Attested Time” means time spent remedying issues related to the Data Breach, as provided in Section III of this Agreement.

5. “ICCU’s Counsel” means Mullen Coughlin LLC and Hawley Troxell.

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

7. “Claims Deadline” means the last day to submit a timely Claim Form(s), which will occur sixty (60) days from the date that notice is mailed to the Settlement Class.

8. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.

9. “Class Counsel” means Benjamin Schwartzman of Anderson Schwartzman Woodard Dempsey, PLLC; Hassan Zavareei of Tycko & Zavareei LLP; Gary Klinger of Mason Lietz & Klinger LLP; and Brandon Wise of Peiffer Wolf Carr & Kane, APLC.

10. “Settlement Class Representatives” means Christie Lewis, Michael Lewis, and Kyle Nelson.

11. “Court” means the Honorable Robert C. Naftz, in the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bannock under Master Case No. CV03-20-00831, or such other judge to whom the Action may hereafter be assigned.

12. “Credit Monitoring Services” means twelve (12) months of credit monitoring services provided by Kroll to Participating Settlement Class Members under the Settlement. These services include daily credit monitoring of the Settlement Class Member’s credit file at Experian; a \$1 million identity theft insurance policy; identity restoration services; and other additional features. The cost of Credit Monitoring Services will be paid by ICCU separate and apart from the Settlement Fund.

0. “Data Breach” means the two data breaches initially disclosed by ICCU in or about February 2020.

1. “Effective Date” means one (1) business day following the latest of: (i) the date

upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment or one (1) business day following entry of the Final Approval Order and Judgment if no parties have standing to appeal; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, one (1) business day after the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

15. “Fee Application” means any motion for an award of attorneys’ fees, Litigation Costs and Expenses, and Service Award Payments to be paid from the Settlement Fund, as set forth in Paragraphs 88 and 89.

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

17. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, otherwise satisfies the settlement-related provisions of Idaho Rule of Civil Procedure 77, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and ICCU’s Counsel will work together on a proposed Final Approval Order and Judgment, which ICCU must approve before filing.

18. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Idaho Rule of Civil Procedure 77 and whether to issue the Final Approval Order and Judgment.

19. “Identity Restoration Services” means identity restoration services provided by Kroll to all Participating Settlement Class Members under the Settlement. These services provide for professional fraud resolution and identity recovery assistance by U.S.-based agents to Participating Settlement Class Members who experience identity theft or fraud.

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

21. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses, (ii) Taxes and Tax-Related Expenses; (iii) Service Awards Payments approved by the Court, and (iv) Fee Award and Costs approved by the Court.

22. “Non-Profit Residual Recipient” means The Public Justice Foundation.

23. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Postcard Notice (Exhibit A), Email Notice (Exhibit B) and Longform Notice (Exhibit C).

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

25. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated

with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

26. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement or Fee Application, which will be sixty (60) days after the Notice Deadline.

27. “Opt-Out Deadline” is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

28. “Out-of-Pocket Losses” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Data Breach, and that have not already been reimbursed by a third party. Out-of-Pocket Losses may include, without limitation, unreimbursed costs associated with fraud or identity theft including professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges, as well as costs for credit monitoring costs or other mitigative services that were incurred on or between February 1, 2020 and the date of the Preliminary Approval Order.

29. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

30. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Idaho Rule of Civil Procedure 77, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment, that is consistent with all material provisions of this Settlement Agreement. Class Counsel and ICCU’s Counsel will work together on a proposed Preliminary Approval Order, which ICCU must approve before filing.

31. “Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action, including but not limited to those concerning the ICCU Data Breach.

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

33. “Service Award Payment” means compensation awarded by the Court and paid to

the Settlement Class Representatives in recognition of their role in this litigation.

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

35. “Settlement Administrator” means Angeion Group (“Angeion”), subject to Court approval. Class Counsel and ICCU’s Counsel may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

36. “Settlement Class” means all individuals who were mailed a notification by or on behalf of ICCU on or about February 7, 2020 regarding the Data Breach.

37. “Settlement Class List” means the list generated by ICCU containing the full names, current or last known addresses, personal email addresses where known, and birthdates for Settlement Class members under the age of eighteen (18), for all persons who fall under the definition of the Settlement Class, which ICCU shall provide to the Settlement Administrator within twenty-one (21) days of the Preliminary Approval Order.

38. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

39. “Settlement Fund” means one million five hundred and fifty thousand dollars (\$1,550,000.00) to be paid by ICCU as specified in Paragraph 44, including any interest accrued thereon after payment. This payment is the limit and extent of ICCU’s monetary obligations with respect to the Settlement. The Settlement Fund is all inclusive and will be used to pay the Settlement Payments, Fee Award and Costs and Service Award Payments ordered by the Court, Notice and Administrative Expenses, and any Taxes and Tax-Related Expenses.

40. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to Paragraphs 56-61.

41. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs’ motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ Fee Application, and a downloadable and online version of the Claim Form and Longform Notice. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

42. “Taxes and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon ICCU with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

II. SETTLEMENT FUND

44. Establishment of Settlement Fund. Within twenty-one (21) days of the Preliminary Approval Order, ICCU shall deposit the sum of \$1,550,000.00 into an account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator and ICCU.

45. Non-Reversionary. The Settlement Fund is non-reversionary. As of the Effective Date, all rights of ICCU in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraph 80.

46. Qualified Settlement Fund. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

47. Custody of Settlement Fund. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraph 80.

48. Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards Payments approved by the Court; (iv) Fee Award and Costs; (v) reimbursement for Out-of-Pocket Losses and Attested Time; and (viii) Additional Cash Payments. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

49. Taxes and Representations. Taxes and Tax-Related Expenses relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

III. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES AND ATTESTED TIME

50. **Reimbursement for Out-of-Pocket Losses.** Subject to the total cap of settlement class payout, the following compensation will be paid from the Settlement Fund to Settlement Class Members who submit valid and timely claim forms. Claims will be subject to review for completeness and plausibility by a Settlement Administrator.

- a. Compensation for Ordinary Losses: ICCU will provide compensation for unreimbursed losses, up to a total of \$1,000.00 per person, upon submission of a claim and supporting documentation, such as the following losses:
 - (1) Out of pocket expenses incurred as a result of the ICCU Data Breach, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
 - (2) Fees for additional credit reports, credit monitoring, or other identity theft insurance products purchased between February 1, 2020 and the date of the Preliminary Approval Order;
 - (3) Up to 40 hours of Attested Time, at \$25/hour, if at least one full hour was spent dealing with the Data Breach.¹ For Attested Time, a sworn attestation detailing how the time was spent shall constitute “supporting documentation.”

- b. Compensation for Extraordinary Losses: ICCU will provide up to \$20,000.00 in compensation to each Settlement Class Member for proven monetary loss including, *inter alia*, losses arising from financial fraud or identity theft if:
 - (1) The loss is an actual, documented, and unreimbursed monetary loss;
 - (2) The loss is fairly traceable to the Data Breach;
 - (3) The loss is not already covered by one or more of the normal reimbursement categories; and
 - (4) The settlement class member made reasonable efforts to avoid, or seek reimbursement for, the loss.

51. **Assessing Claims for Out-of-Pocket Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Losses reflects valid Out-of-Pocket Losses actually and reasonably incurred and, for extraordinary losses (as that term is used in paragraph 50 of this Agreement), reflects losses that are fairly traceable to the Data Breach, but may consult with Class Counsel in making individual determinations. In assessing what qualifies as “fairly traceable,” the Settlement Administrator will consider (i) whether the timing of the loss occurred on or after February 1, 2020; and (ii) whether the Personal Information used to commit identity theft or fraud consisted of the type of Personal Information identified in ICCU’s notices of the Data Breach. Costs expended for mitigation measures like credit monitoring services, fraud resolution services, and professional services incurred to address identity theft or fraud on or after February 1, 2020 shall be presumed “reasonably incurred.” The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

52. **Assessing Claims for Attested Time.** The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to

¹ Claims for lost time are included within the \$1,000 cap on ordinary losses.

award payments of Attested Time, but may consult with Class Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

53. **Disputes.** To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses or Attested Time is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an email address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. The Settlement Administrator may consult with Class Counsel in making such determinations.

IV. CREDIT MONITORING SERVICES AND CASH PAYMENTS

54. **Credit Monitoring Services.** ICCU shall offer to all Settlement Class Members twelve (12) months of Credit Monitoring Services at no cost, regardless of whether the Settlement Class Member submits a claim for Ordinary or Extraordinary Losses. These services will include daily credit monitoring of the Settlement Class Member's credit file at Experian; a \$1 million identity theft insurance policy; identity restoration services; and other additional features ("Credit Monitoring and Identity Restoration Services"). Class Members who already accepted the credit monitoring services offered by ICCU in the notification about the Data Breaches will automatically receive the extra twelve (12) months extension of credit monitoring. For all other Class Members, such Credit Monitoring and Identity Restoration Services shall be provided on an opt-in basis (i.e., Settlement Class Members must apply for the services to receive them). The cost of Credit Monitoring Services will be paid by ICCU separate and apart from the Settlement Fund.

55. **Additional Cash Payments.** From the monies remaining in the Settlement Fund after all payments are made for (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards Payments approved by the Court; (iv) Fee Award and Costs; and (v) reimbursement for Out-of-Pocket Losses and Attested Time ("Remaining Funds"), an additional cash payment will be paid to each Participating Settlement Class Member to be calculated by dividing the Remaining Funds by the number of Participating Settlement Class Members, subject to an individual aggregate cap of \$20,000 for total payments under the Settlement.

V. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

56. **Payment Timing.** Payments for Approved Claims for reimbursement for Out-of-Pocket Losses, Attested Time, and/or Alternative Cash Payments shall be issued in the form of a check mailed and/or an electronic payment as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date.

57. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within one hundred and eighty (180) days of their date of issue.

58. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate

a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

59. Uncashed Checks. To the extent that a Settlement Check is not cashed within 180 days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) mailing the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Upon request of a Participating Settlement Class Member, the Settlement Administrator may re-issue a check for up to an additional 90-day period following the original 180-day period. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

60. Unclaimed Property. No portion of the Settlement Fund shall revert or be repaid to Defendant after the Effective Date. To the extent any monies remain in the Net Settlement Fund more than 150 days after the distribution of Settlement payments to the Participating Settlement Class Members, or 30 days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, any remaining monies shall be distributed as required by state law or to the Non-Profit Residual Recipient.

61. Deceased Class Members. If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased and after consultation with Class Counsel.

VI. CLAIMS, CAPS, AND DISTRIBUTION OF SETTLEMENT FUNDS

62. Submission of Electronic and Hard Copy Claims. Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. ICCU shall not be entitled to access information regarding which Settlement Class Members submitted a Claim Form or otherwise participated in the Settlement except upon on a showing of good cause, including but not limited to any disputes arising out of the claims process.

63. Total Cap on Settlement Class Payout. The sum total of payments made to Settlement Class members shall not exceed the Net Settlement Fund. In the event total claims exceed the Net Settlement Fund, the claim of each Settlement Class member shall be reduced on a *pro rata* basis.

64. Order of Distribution of Funds. The Settlement Fund shall be used to pay, in the following order: (1) all Notice and Administration Expenses; (2) any award of Attorneys' Fees 9

and Expenses approved by the Court; (3) any Service Award to the Settlement Class Representative; (4) Approved Claims for Out-of-Pocket Losses; (5) Approved Claims for Attested Time; and (6) Additional Cash Payments.

VII. EQUITABLE RELIEF

65. **Equitable Relief.** ICCU represents that, in response to the Data Breaches, it has employed information security enhancements including external review of security controls, implemented whitelisting and multifactor authentication where possible for third party system access; provisioned for free identity protection services for those impacted; increased training of all ICCU team members regarding cybersecurity; reviewed security posture and updated risk assessments for all ICCU vendors and implemented additional controls upon them, where possible; implemented dark web data scans searching for ICCU data; and increased staff in the following areas: Vendor Management, Audit and Compliance.

VIII. SETTLEMENT CLASS NOTICE

66. **Notice.** Within twenty-one (21) days after the date of the Preliminary Approval Order, ICCU shall provide the Settlement Class List to the Settlement Administrator. Within twenty-eight (28) days after receipt of Settlement Class List, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class. Notice shall be disseminated to the Settlement Class List by the Notice Deadline.

2. **Manner of Giving Notice.** Subject to Court approval, the Settlement Administrator will provide the Class Notice to all Class Members as described herein. The cost of such notice will be paid from the Notice and Administration Expenses. Class Counsel may direct the Settlement Administrator to send reminder notices to Settlement Class Members at any time prior to the Claims Deadline.

- a. **Email Notice.** As soon as practicable, but starting no later than 14 days from receipt of the Settlement Class List, the Settlement Administrator shall send the Email Notice to all Class Members for whom ICCU provided an email address. It will be conclusively presumed that the intended recipients received the Email Notice if the Settlement Administrator did not receive a hard bounce-back message.
- b. **Postcard Notice.** As soon as practicable, but starting no later than 14 days from receipt of the Settlement Class List, the Settlement Administrator shall disseminate the Postcard Notice via First Class Mail to all Settlement Class Members. Before mailing the Postcard Notice, the Settlement Administrator will update the addresses provided by ICCU with the National Change of Address database. It shall be conclusively presumed that the intended recipients received the Postcard Notice if the mailed Postcard Notices have not been returned to the Settlement Administrator as undeliverable within fifteen (15) days of mailing.
- c. **Settlement Website.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish the Settlement Website. The Parties shall meet and confer and choose a mutually acceptable URL for the Settlement Website. The Settlement Website shall remain accessible until at least sixty (60) days after all Settlement Payments have been distributed.. The Settlement Website shall contain: the Settlement Agreement; contact information for Class Counsel and ICCU's Counsel; contact information for the Settlement Administrator; the publicly filed motion for preliminary approval, motion for final

approval and for attorneys' fees and expenses (when they become available); the signed preliminary approval order; and a downloadable and online version of the Claim Form and Longform Notice.

IX. OPT-OUTS AND OBJECTIONS

68. Opt-Outs. The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

69. Objections. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting written objections to the Settlement Administrator postmarked no later than thirty (30) days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

X. DUTIES OF THE SETTLEMENT ADMINISTRATOR

3. Settlement Administration Process: Once a Settlement Administrator is mutually agreed to by the parties and after the settlement is preliminarily approved by the Court, the Settlement Administrator will mail to each Settlement Class member a postcard (1) notifying the Settlement Class member of the settlement and its terms; (2) providing the Settlement Class Member with the URL settlement website, and (3) instructing the Settlement Class Member on how to make a claim. The Settlement Administrator will also provide Notice via e-mail to Settlement Class Members whose personal e-mail addresses are known. ICCU will cooperate in providing to the Settlement Administrator class member contact information, including physical addresses and email addresses (if available), which will be kept strictly confidential between the Administrator, ICCU, and Class Counsel. After the Court enters an order finally approving the Settlement, the Settlement Administrator shall provide the requested relief to all Settlement Class Members, subject to the total cap on settlement class payout. Cash payments to Settlement Class Members will be made by check or electronic payment sent from the Administrator. Prior to mailing settlement checks, the Administrator shall attempt to update the last known addresses of the Settlement Class Members through the National Change of Address system or similar databases.

70. Duties of Settlement Administrator. The Settlement Administrator shall perform 11

the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Creating, administering, and overseeing the Settlement Fund;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail and e-mail;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;
- f. Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;
- g. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and ICCU's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to ICCU's Counsel;
- i. Working with the provider of Credit Monitoring Services to receive and send activation codes within thirty (30) days of the Effective Date;
- j. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- k. Providing weekly or other periodic reports to Class Counsel and ICCU's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments. The Settlement Administrator shall also, as requested by Class Counsel or ICCU's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- l. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- m. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel or ICCU's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

72. **Limitation of Liability.** The Parties, Class Counsel, and ICCU's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

73. **Indemnification.** The Settlement Administrator shall be contractually required to indemnify and hold harmless the Parties, Class Counsel, and ICCU's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

74. **Settlement Administration Fees.** All settlement administration fees will be paid from the Settlement Fund and they are, in all events, solely to be borne by ICCU, as limited by the Settlement Fund.

XI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

75. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

76. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the settlement within twenty-one (21) days of its execution.

77. **Final Approval.** Within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline, Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing..

78. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

XII. MODIFICATION AND TERMINATION

79. **Modification.** The terms and provisions of this Agreement may be amended,

modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

80. Decertification of the Settlement Class if Settlement Not Approved. If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order and Judgment; or (2) the Effective Date does not occur, the certification of the Settlement Class shall be void. ICCU reserves the right to contest class certification for all other purposes. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that ICCU did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

81. Termination. Settlement Class Representatives and ICCU shall have the right to terminate this settlement by serving on Class Counsel and filing with the Court a notice of termination within fourteen (14) days after the Opt-Out and Objection Deadlines or any later Opt-Outs or Objections may be allowed by the Court., if more than 2% of Settlement Class members (approximately 350) submit valid written notifications to exclude themselves from the Settlement Class.

82. Effect of Termination. In the event of a termination as provided in Paragraphs 80 or 81, this Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement or the Settlement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

XIII. RELEASES

83. The Release. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have released, acquitted, and forever discharged any and all Released Claims against ICCU and its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing. The relief stated above will be provided to Class Members as consideration for a general release of ICCU for all claims and causes of action pleaded or that could have been pleaded that are related in any way to the activities stemming from the ICCU Data Breaches.

84. Unknown Claims. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that any of the Settlement Class Representatives or Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns does not know or suspect to exist, which, if known by him, her or it, might affect his,

her or its agreement to release ICCU and its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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.

Upon the Effective Date, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

85. Release of Class Representatives and Class Counsel. Upon the Effective Date, ICCU and its representatives, officers, agents, directors, affiliates, employees, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged the Settlement Class Representatives and Class Counsel from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Action, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Agreement).

86. Bar to Future Suits. Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. Likewise, ICCU and its representatives, officers, agents, directors, affiliates, employees, insurers, and attorneys shall be

enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Settlement Class Representatives and Class Counsel or based on any actions taken by Settlement Class Representatives and Class Counsel that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

XIV. SERVICE AWARD PAYMENTS

87. Service Award Payments. At least twenty-one (21) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Award Payments for the Settlement Class Representatives in recognition for their contributions to this Action. The named Plaintiffs shall seek, and ICCU agrees to pay an incentive award of \$5,000 each to Plaintiffs, subject to Court approval. This incentive award shall be separate and apart from any other sums agreed under this Settlement Term Sheet. The Settlement Administrator shall make the Service Award Payments to the Settlement Class Representatives from the Settlement Fund. Such Service Award Payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

88. No Effect on Agreement. In the event the Court declines to approve, in whole or in part, the payment of service awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XV. ATTORNEYS' FEES, COSTS, EXPENSES

89. Attorneys' Fees and Costs and Expenses. At least twenty-one (21) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of attorneys' fees and Litigation Costs and Expenses to be paid from the Settlement Fund. ICCU agrees not to oppose an application by Plaintiffs' counsel for an award of attorneys' fees, costs, and expenses from the settlement amount, not to exceed 33 1/3% of the total settlement value. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement, Class Counsel shall provide to ICCU and the Settlement Administrator a properly completed and duly executed IRS Form W-9. Fee Award and Costs (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than three (3) days after the Effective Date.

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

XVI. NO ADMISSION OF LIABILITY

91. No Admission of Liability. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

92. No Use of Agreement. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by ICCU in the Action or in any proceeding in any court, administrative agency or other tribunal.

XVII. MISCELLANEOUS

93. Integration of Exhibits. The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

94. Execution in Counterparts. This Agreement shall become effective upon its execution by the Parties, Class Counsel, and counsel for ICCU. The Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and execution of the counterparts shall have the same force and effect as if all Parties had signed the same instrument.

95. No Construction Against the Drafter. This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. The Settlement Class Representatives and ICCU each acknowledge that each have been advised and are represented by legal counsel of his or her own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

96. Entire Agreement. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, and, once a motion for Preliminary Approval has been filed, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

CHRISTIE LEWIS, individually and as Class Representative

Signature: _____

Date:

MICHAEL LEWIS, individually and as Class Representative

Signature: _____

Date:

KYLE NELSON, individually and as Class Representative

Signature: _____ 

Date: 2020-11-04 14:20:05 (UTC-07:00)

IDAHO CENTRAL CREDIT UNION

By: _____

Print Name: _____

Title: _____

Date:

MASON LIETZ & KLINGER LLP, as Class Counsel

By: _____ Gary E. Mason

Print Name: Gary Mason

Date: 2020-11-04 17:15:01 (UTC-05:

ANDERSON SCHWARTZMAN WOODARD DEMPSEY, PLLC,
as Class Counsel

By: _____

Print Name: _____

Date:

TYCKO & ZAVAREEI LLP, as Class Counsel

By: _____

Print Name: _____

Title: _____

Date:

PEIFFER WOLF CARR & KANE, APLC, as Class Counsel

By: _____ *Brandon Wise*

Print Name: Brandon Wise

Date: 2020-11-04 16:16:14 (UTC-06:00)

MULLEN COUGHLIN LLC, as Defendant's Counsel

By: _____

Print Name:

Date:

HAWLEY TROXELL, as Defendant's Counsel

By: _____

Print Name:

Date:

Exhibit 1 to Settlement Agreement
(Class Action Notice)

Exhibit A
(Postcard Notice)

If you were notified by Idaho Central Credit Union (“ICCU”) that your personal information was or may have been compromised in the data breach initially disclosed by ICCU on or about February 2020, you may be eligible for benefits from a class action settlement.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web

A settlement has been proposed in a class action lawsuit against Idaho Central Credit Union (“ICCU”) relating to the two data incidents disclosed by ICCU on or about February 2020 (the “Data Breach”).

Two lawsuits filed and consolidated by the District Court of the Sixth Judicial District of the State of Idaho claim ICCU was responsible for an increased risk of identity theft stemming from the Data Breach and assert claims such as: negligence; negligence per se; breach of express contract; breach of implied contract; intrusion upon solitude/invasion of privacy; and violation of the Idaho Consumer Protection Act. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Incident. ICCU denies any and all wrongdoing.

Who is Included? If you are an individual who was notified by ICCU that your personal information was or may have been compromised in the data breach initially disclosed by ICCU on or about February 2020, you are a part of the class and may be eligible for payment and other benefits.

Settlement Benefits. The Settlement provides for a \$1,550,000 Settlement Fund to provide: (1) cash reimbursements for ordinary losses up to and including \$1,000 per valid claimant, including for time spent, up to 40 hours at \$25 per hour, dealing with the Data Breach; and (2) cash reimbursements for extraordinary losses up to and including \$20,000 per valid claimant. Any monies left over in the fund after distribution of attorneys’ fees, costs, service awards, and the cash reimbursements will be divided and distributed as cash payments to all Settlement Class Members who have not excluded themselves from the settlement. Separate and apart from the Settlement Fund, ICCU will also provide one year of credit monitoring to every Settlement Class Member that applies, including daily credit monitoring, a \$1 million identity theft insurance policy, identity theft restoration services, and additional features. Additionally, ICCU has taken and will be taking additional steps to improve its data security safeguards.

The Only Way To Receive A Benefit Is To File A Claim. To get a Claim Form, visit [WEBSITE] or [TELEPHONE#]. The claim deadline is [DATE]. This includes benefits including cash reimbursements, credit monitoring, and/or additional cash payments.

Other Options. If you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue ICCU for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by [DATE]. If you stay in the Settlement, you may object to it by [DATE]. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website or call [TELEPHONE #] for a copy of the more detailed notice. On [DATE], the Court will hold a Fairness Hearing to determine whether to approve the Settlement, Class Counsel’s request for attorneys’ costs, fees in the amount not to exceed 33 1/3%, and an incentive award of \$5,000 for each Class Representative. The motion for attorneys’ fees and costs will be posted on the website after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

For more information about the Settlement, visit [WEBSITE] or call [TELEPHONE#]

All capitalized terms in this notice are defined in the Settlement Agreement

Exhibit B
(Email Notice)

To Whom it May Concern,

If you were notified by Idaho Central Credit Union (“ICCU”) that your personal information was or may have been compromised in the data breach initially disclosed by ICCU on or about February 2020, you may be eligible for benefits from a class action settlement. *Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

A settlement has been proposed in a class action lawsuit against Idaho Central Credit Union (“ICCU”) relating to the two data incidents disclosed by ICCU on or about February 2020 (the “Data Breach”).

Two lawsuits filed and consolidated by the District Court of the Sixth Judicial District of the State of Idaho claim ICCU was responsible for the increased risk of identity theft stemming from the Data Breach and assert claims such as: negligence; negligence per se; breach of express contract; breach of implied contract; intrusion upon solitude/invasion of privacy; and violation of the Idaho Consumer Protection Act. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Incident. ICCU denies any and all wrongdoing.

Who is Included? If you are an individual who was notified by ICCU that your personal information was or may have been compromised in the data breach initially disclosed by ICCU on or about February 2020, you are a part of the class and may be eligible for payment and other benefits.

Settlement Benefits. The Settlement provides for a \$1,550,000 Settlement Fund to provide: (1) cash reimbursements for ordinary losses up to and including \$1,000 per valid claimant, including for time spent up to 40 hours at \$25 per hour, dealing with the Data Breach; and (2) cash reimbursements for extraordinary losses up to and including \$20,000 per valid claimant. Any monies left over in the fund after distribution of attorneys’ fees, costs, service awards, and the cash reimbursements will be divided and distributed as cash payments to Settlement Class Members who have not excluded themselves from the settlement.. Separate and apart from the Settlement Fund, ICCU will also provide one year of credit monitoring to every Settlement Class Member that applies, including daily credit monitoring, a \$1 million identity theft insurance policy, identity theft restoration services, and additional features. Additionally, ICCU has taken and will be taking additional steps to improve its data security safeguards.

The Only Way To Receive A Benefit Is To File A Claim. To get a Claim Form, visit [WEBSITE] or [TELEPHONE#]. The claim deadline is [DATE]. This includes benefits including cash reimbursements, credit monitoring, and/or additional cash payments.

Other Options. If you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue ICCU for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by [DATE]. If you stay in the Settlement, you may object to it by [DATE]. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website or call [TELEPHONE #] for a copy of the more detailed notice. On [DATE], the Court will hold a Fairness Hearing to determine whether to approve the Settlement, Class Counsel’s request for attorneys’ costs, fees in the amount not to exceed 33 1/3%, and an incentive award of \$5,000 for each Class Representative. The motion for attorneys’ fees and costs will be posted on the website after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

For more information about the Settlement, visit [WEBSITE] or call [TELEPHONE#].

Exhibit C
(Long Form Notice)

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

In re: ICCU Data Breach Litigation, Case No. CV03-20-00831

Sixth Judicial District Court for the State of Idaho

IDAHO CENTRAL CREDIT UNION CLASS ACTION SETTLEMENT

TO: All individuals who were notified by Idaho Central Credit Union (“ICCU”) that their personal information was or may have been compromised in the data breach initially disclosed by ICCU on or about February 2020.

A Class Action Settlement has been proposed in litigation against ICCU relating to a data breach that ICCU disclosed on or about February 1, 2020 (the “Data Breach”). You are receiving this notice because you may be a “Settlement Class Member” and therefore entitled to benefits from a class action settlement. **The easiest way to submit a claim under the settlement is online at [WEBSITE].**

Under the terms of the settlement, ICCU has agreed to establish a fund of \$1,550,000.00 (the “Settlement Fund”) that will be used to pay for the following forms of relief:

- **Reimbursement for Out-of-Pocket Losses.** Subject to the total cap of settlement class payout, the following compensation will be paid from the Settlement Fund to Settlement Class Members who submit valid and timely claim forms. Claims will be subject to review for completeness and plausibility by a Settlement Administrator.
- **Compensation for Ordinary Losses.** ICCU will provide compensation for unreimbursed losses, up to a total of \$1,000.00 per person, upon submission of a claim and supporting documentation, such as the following losses:
 - Out of pocket expenses incurred as a result of the ICCU Data Breach, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
 - Fees for additional credit reports, credit monitoring, or other identity theft insurance products purchased between February 1, 2020 and the date of the Preliminary Approval Order;
 - Up to 40 hours of lost time, at \$25/hour, if at least one full hour was spent dealing with the Data Breach.¹ For lost time, a sworn attestation detailing how the time was spent shall constitute “supporting documentation.”
- **Compensation for Extraordinary Losses.** ICCU will provide up to \$20,000.00 in compensation to each Settlement Class Member for proven monetary loss including, but not limited to, losses arising from financial fraud or identity theft if:
 - The loss is an actual, documented, and unreimbursed monetary loss;
 - The loss is fairly traceable to the Data Breach;
 - The loss is not already covered by one or more of the normal reimbursement categories; and

¹ Claims for lost time are included within the \$1,000 cap on ordinary losses.

- The settlement class member made reasonable efforts to avoid, or seek reimbursement for, the loss.
- **Additional Cash Payments.** Any funds remaining in the Settlement Fund after distributions to valid claimants for out-of-pocket losses and time attestations, and payment of attorneys’ fees, costs, and service awards, will be automatically divided amongst all Settlement Class Members.

Under the terms of the Settlement, ICCU has also committed to providing additional relief separate and apart from the Settlement Fund. This relief includes:

- **Credit Monitoring and Identity Theft Restoration Services.** ICCU has committed to providing 12-months of Credit Monitoring and Identity Theft Restoration Services through Kroll at no additional cost to Settlement Class Members who make a claim, regardless of whether they suffered out-of-pocket losses.
- **Equitable Relief.** ICCU represents that in response to the Data Breach, it has employed information security enhancements including external review of security controls, implemented whitelisting and multifactor authentication where possible for third party system access; provisioned for free identity protection services for those impacted; increased training of all ICCU team members regarding cybersecurity; reviewed security posture and updated risk assessments for all ICCU vendors and implemented additional controls upon them, where possible; implemented dark web data scans searching for ICCU data; and increased staff in the following areas: Vendor Management, Audit and Compliance.

The Court still must decide whether to approve the settlement. No payments will be made until after the Court grants final approval of the settlement and all appeals, if any, are resolved. Your legal rights are affected whether you respond or not. ***Read this notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
File a claim for out-of-pocket losses and lost time	You must submit a claim in order to receive reimbursement for Out-of-Pocket Losses and/or loss of time. Claimants may also receive an Additional Cash Payment. For more detailed information, see Questions 6, 7, 12, 13 and 14.	DATE
File a claim for credit monitoring services	You must submit a claim(s) in order to receive the Credit Monitoring Services offered under the Settlement. Claimants may also receive an Additional Cash Payment. For more detailed information, see Questions 6, 7, 9, 10, and 14.	DATE
Exclude yourself	You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt-out” of the Settlement. If the settlement becomes final, this is the only option that allows you to retain your rights to separately sue ICCU for claims related to the Data Breach. If you opt-out, you may not make a claim for benefits under the Settlement, and will not be eligible to receive an Additional Cash Payment. For more detailed information, see Question 19.	DATE

Object or comment on the settlement	<p>You may object to the Settlement by writing to the Settlement Administrator and explaining why you don't think the Settlement should be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits of the Settlement and give up your right to sue on certain claims described in the Settlement Agreement which is available at [WEBSITE].</p>	DATE
	<p>For more detailed information, see Question 20.</p>	
Do nothing	<p>If you do nothing, you will not be eligible to receive reimbursement for Out-Of-Pocket Losses or Attested Time, enroll in Credit Monitoring Services, or access Identity Restoration Services. You will automatically receive an Additional Cash Payment if there are funds remaining in the Settlement Fund after payments have been made to valid claimants for out-of-pocket losses and time attestations, and for attorneys' fees, costs, and service awards. If the Settlement becomes final, you will give up your rights to sue ICCU separately relating to the Data Breach.</p> <p>For more detailed information, see Questions 6 and 14.</p>	No deadline

What this Notice Contains

Page

<u>BASIC INFORMATION AND OVERVIEW</u>	1
1. WHY DID I GET THIS NOTICE?	1
2. WHAT IS THIS LAWSUIT ABOUT?.....	1
3. WHY IS THIS A CLASS ACTION?	1
4. WHY IS THERE A SETTLEMENT?	1
<u>WHO IS PART OF THE SETTLEMENT</u>	1
5. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?	1
<u>THE SETTLEMENT BENEFITS</u>	2
6. WHAT DOES THE SETTLEMENT PROVIDE?.....	2
7. WILL ICCU KNOW IF I SUBMIT A CLAIM FOR SETTLEMENT BENEFITS?	2
8. HOW WILL THE SETTLEMENT COMPENSATE ME FOR IDENTITY THEFT AND FRAUD I HAVE ALREADY SUFFERED OR EXPENSES I HAVE ALREADY PAID TO PROTECT MYSELF?.....	2, 3
9. HOW WILL THE SETTLEMENT HELP PROTECT ME AGAINST FUTURE IDENTITY THEFT AND FRAUD?	3
10. WHAT IF I ALREADY HAVE CREDIT MONITORING OR IDENTITY PROTECTION SERVICES?.....	3
11. WILL THE SETTLEMENT INCLUDE CHANGES TO ICCU'S DATA SECURITY PROGRAM?	4
<u>HOW TO GET SETTLEMENT BENEFITS</u>	4
12. HOW DO I FILE A CLAIM FOR CREDIT MONITORING SERVICES OR ADDITIONAL CASH PAYMENT, ATTESTED TIME, OUT-OF-POCKET LOSSES.....	4
13. HOW DO I SUBMIT A CLAIM ON BEHALF OF A SETTLEMENT CLASS MEMBER WHO IS A MINOR?	4
14. WHEN AND HOW WILL I RECEIVE THE BENEFITS I CLAIM FROM THE SETTLEMENT?	5
<u>LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT</u>	5
15. WHAT HAPPENS IF I DO NOTHING AND WHAT AM I GIVING UP TO STAY IN THE SETTLEMENT CLASS?	5
<u>THE LAWYERS REPRESENTING YOU</u>	5
16. DO I HAVE A LAWYER IN THIS CASE?	5,6
17. HOW WILL THESE LAWYERS BE PAID?.....	6
18. WILL THE CLASS REPRESENTATIVES RECEIVE ANY ADDITIONAL MONEY?	6
<u>EXCLUDING YOURSELF FROM THE SETTLEMENT</u>	7
19. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?	7

Questions? Go to [WEBSITE] or call [PHONE NUMBER]

OBJECTING OR COMMENTING ON THE SETTLEMENT.....7

20. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT?7

GETTING MORE INFORMATION.....7

BASIC INFORMATION AND OVERVIEW

1. Why did I get this Notice?

You received this notice because ICCU sent you notice that your personal information was or may have been compromised in a data breach initially disclosed by ICCU in or about February 2020. A Court authorized this notice because you have a right to know how the proposed settlement may affect your rights. This notice explains the nature of the litigation, the general terms of the proposed settlement and what it may mean to you. This notice also explains the ways you may participate in, or exclude yourself from, the Settlement.

2. What is this lawsuit about?

On February 24 and February 26, 2020, two proposed class action lawsuits - *Kyle Nelson v. Idaho Central Credit Union*, Case No. CV03-20-00831 (the “Nelson Action”) and *Christie L. Lewis; Michael L. Lewis v. Idaho Central Credit Union*, Case No. CV01-20-3733 (the “Lewis Action”) - were filed against ICCU in the Fourth and Sixth Judicial Districts, respectively, of the State of Idaho relating to two data breaches disclosed by ICCU on or about February 6, 2020, potentially affecting certain personal information of current and former ICCU customers (the “Data Breach”).

Thereafter, the court entered an order consolidating the Nelson and Lewis Actions before the Honorable Robert C. Naftz, in the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bannock under Master Case No. CV03-20-00831. The Court consolidated the cases to proceed together under the caption *In re: ICCU Data Breach Litigation*, under Master Case No. CV03-20-00831. The individuals who sued are called the “Plaintiffs.” ICCU is the “Defendant.” Plaintiffs claim that ICCU did not adequately protect their personal information. The consolidated complaint filed in the lawsuit, which describes the specific legal claims alleged by the Plaintiffs, is available at [WEBSITE]

ICCU denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing.

3. Why is this a class action?

In a class action, one or more people called “class representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “class” or “class members.” Because this is a class action, even persons who did not file their own lawsuit can obtain relief from harm that may have been caused by the Data Breach, except for those individuals who timely exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or ICCU. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the Settlement Class. The class representatives appointed to represent the class and the attorneys for the Settlement Class (“Class Counsel,” see Question 17) believe that the Settlement is in the best interests of the Settlement Class Members.

WHO IS PART OF THE SETTLEMENT

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

You are a member of the Settlement Class if you received notice from ICCU that your personal information was or may have been compromised in the data breach initially disclosed by ICCU in or about February 2020, or you received this settlement notice stating that you or your dependent(s) are class members.

Questions? Go to [WEBSITE] or call [PHONE NUMBER]

Excluded from the Settlement are:

- ICCU and its officers, directors, legal representatives, successors, subsidiaries, and assigns;
- The presiding judge and any judicial staff or immediate family members; and
- Any Settlement Class Member who excludes himself or herself from the Settlement (see Question 20).

If you are not sure whether you are included in the Settlement Class, call [PHONE NUMBER].

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under the Settlement, ICCU will pay \$1,550,000.00 into a Settlement Fund that will be used to provide the following benefits:

- Cash reimbursement for Out-of-Pocket Losses fairly traceable to the Data Breach (see Question 8);
- Cash reimbursement for Attested Time spent remedying issues related to the Data Breach (see Question 8);
- Additional Cash Payments (see Question 10); and
- Attorneys' fees and expenses as approved by the Court (see Question 18), service awards for the class representatives as approved by the Court (see Question 19), and the costs of notifying the class and administering the Settlement.

Depending on the number of valid claims, the costs of settlement administration, and the amount awarded by the Court for attorney's fees and costs and service payments, payments for certain benefits may be reduced proportionally or withheld as set forth in paragraph 63 of the Settlement Agreement.

Separate and apart from the Settlement Fund, ICCU has agreed to provide credit monitoring and identity theft restoration services through Kroll. These services include daily credit monitoring, a \$1 million identity theft insurance policy; identity theft restoration services; and other additional features.

As part of the Settlement, ICCU has also agreed to equitable relief including certain security enhancements, provision for identity protection services, training, and increased staffing (see Question 12).

7. Will ICCU know if I submit a claim for settlement benefits?

No. As part of the Settlement Agreement, ICCU will not have access to the identities of Settlement Class Members who make claims for any of the benefits provided by this Settlement.

8. How will the Settlement compensate me for identity theft and fraud I have already suffered or expenses I have already paid to protect myself?

Settlement Benefit: Payment for Unreimbursed Out-of-Pocket Losses: If you spent money to address fraud or identity theft or to protect yourself from future harm that is fairly traceable to the Data Breach, then you can submit a claim for reimbursement. Out-of-Pocket losses that are eligible for reimbursement through the Settlement may include, but are not limited to, the following costs related to the Data Breach and incurred after February 1, 2020:

- a. **Compensation for Ordinary Losses:** ICCU will provide compensation for unreimbursed losses, up to a total of \$1,000.00 per person, upon submission of a claim and supporting documentation, such as the following losses:
 - (1) Out of pocket expenses incurred as a result of the ICCU Data Breach, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;

Questions? Go to [at \[WEBSITE\]](#) or call [PHONE NUMBER]

- (2) Fees for additional credit reports, credit monitoring, or other identity theft insurance products purchased between February 1, 2020 and the date of the Preliminary Approval Order;
- (3) Up to 40 hours of lost time, at \$25/hour, if at least one full hour was spent dealing with the Data Breach.² For lost time, a sworn attestation detailing how the time was spent shall constitute “supporting documentation.”

b. **Compensation for Extraordinary Losses:** ICCU will provide up to \$20,000.00 in compensation to each Settlement Class Member for proven monetary loss including, but not limited to, losses arising from financial fraud or identity theft if:

- (1) The loss is an actual, documented, and unreimbursed monetary loss;
- (2) The loss is fairly traceable to the Data Breach;
- (3) The loss is not already covered by one or more of the normal reimbursement categories; and
- (4) The settlement class member made reasonable efforts to avoid, or seek reimbursement for, the loss.

This list provides examples only, and other losses or costs traceable to the Data Breach may also be eligible for reimbursement. **YOU MUST BE ABLE TO DOCUMENT YOUR CLAIM.**

The Settlement Administrator has the sole authority to determine the validity of claims for Out-Of-Pocket Losses. Only valid claims will be paid. The deadline to file a claim for Out-of-Pocket Losses is [DATE] (this is the last day to file online and the postmark deadline for mailed claims).

9. How will the Settlement help protect me against future identity theft and fraud?

Settlement Benefit: Credit Monitoring Services: ICCU shall offer to all Settlement Class Members twelve (12) months of Credit Monitoring Services at no cost, regardless of whether the Settlement Class Member submits a claim for Ordinary or Extraordinary Losses. These services will include daily credit monitoring of the Settlement Class Member’s credit file at Experian; a \$1 million identity theft insurance policy; identity restoration services; and other additional features (“Credit Monitoring and Identity Restoration Services”). Class Members who already accepted the credit monitoring services offered by ICCU in the notification about the Data Breach will automatically receive the extra twelve (12) months extension of credit monitoring. For all other Class Members, such Credit Monitoring and Identity Restoration Services shall be provided to on an opt-in basis (i.e., Settlement Class Members must submit a claim for the services to receive them).

0. What if I already have credit monitoring or identity protection services?

Settlement Benefit: Additional Cash Payments from Net Settlement Fund: even if you have no out-of-pocket losses and do not wish to make a claim for credit monitoring services, you still may recover under the terms of the Settlement Agreement. From the monies remaining in the Settlement Fund after all payments are made for Ordinary Losses, Extraordinary Losses, and attorneys’ fees and litigation expenses including settlement administration fees (“Remaining Funds”), an additional cash payment will be paid to each Settlement Class Member to be calculated by dividing the Remaining Funds by the number of Settlement Class Members, subject to an individual aggregate cap of \$20,000 for total payments under the Settlement. For example, if 20% of the Settlement Class Members submit a valid claim for reimbursement for Out-of-Pocket Losses and Attested Time, Settlement Class Members claiming this benefit will likely receive a minimum cash payment of at least \$50. If 10% or less of Settlement Class Members submit a valid claim for reimbursement for Out-of-Pocket Losses and Attested Time, the Additional Cash Payments will likely exceed \$150 per claimant. If the claims rate exceeds 25%, then Additional Cash Payments may be significantly reduced or withheld. For your reference, in many class action settlements only 5-10% of eligible class members submit valid claims. If you have questions regarding this benefit, you may contact Class Counsel as provided for in Question 16.

² Claims for lost time are included within the \$1,000 cap on ordinary losses.

11. Will the Settlement include changes to ICCU's data security program?

Settlement Benefit: Data Security Business Practice Commitments by ICCU: ICCU has agreed that in response to the Data Breach, it has employed information security enhancements including external review of security controls, implemented whitelisting and multifactor authentication where possible for third party system access; provisioned for free identity protection services for those impacted; increased training of all ICCU team members regarding cybersecurity; reviewed security posture and updated risk assessments for all ICCU vendors and implemented additional controls upon them, where possible; implemented dark web data scans searching for ICCU data; and increased staff in the following areas: Vendor Management, Audit and Compliance.

HOW TO GET SETTLEMENT BENEFITS

12. How do I file a claim for Credit Monitoring Services, Alternative Cash Payment, Attested Time, and/or Out-of-Pocket Losses?

To submit a claim for Out-of-Pocket Losses or Attested Time fairly traceable to the Data Breach, and/or Credit Monitoring Services, you will need to file a claim form. There are two options for filing claims:

- (1) **File Online:** You may fill out and submit the claim form online at [WEBSITE]. This is the quickest way to file a claim.
- (2) **File by Mail:** Alternatively, you may fill out the claim form attached to this notice and mail it to the address on the form with supporting documentation, if any. If you lost or did not otherwise receive a claim form, you can download a hard copy of the claim form (available at [WEBSITE]), or ask the Settlement Administrator to mail a claim form to you by calling [PHONE NUMBER]. Fill out your claim form, and mail it (including postage) to: In re: ICCU Data Breach Litigation c/o [Administrator], [ADDRESS].

The deadline to file a claim is [DATE] (this is the last day to file online and/or the postmark deadline for mailed claims).

Additional cash payments, if available, will be made automatically. You do not need to make a claim to be eligible for an additional cash payment.

13. When and how will I receive the benefits I claim from the Settlement?

Credit Monitoring Services claimed by Settlement Class Members will begin, and payments for valid claims will be made, after the Court enters the Final Approval Order and Judgment and the Settlement becomes final. This process may take several months or longer if there is an appeal; please be patient. Once there is a Final Approval Order and Judgment, it will be posted on the Settlement Administrator's website ([WEBSITE]).

If you make a claim for Credit Monitoring Services, the Settlement Administrator will send you information on how to activate your credit monitoring once the Settlement is final. The Settlement Administrator will provide you with an activation code that you will use at the Kroll website to activate the applicable Credit Monitoring Services. The activation code(s) will remain valid for at least 60 days.

Checks for valid claims for Out-of-Pocket Losses, Attested Time and Additional Cash Payments either will be mailed by the Settlement Administrator to the mailing address that you provide, or will be provided through PayPal or Venmo at your election.

LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

14. What happens if I do nothing and what am I giving up to stay in the settlement class?

If you make a claim under the Settlement, or if you do nothing, you will be releasing all of your legal claims against ICCU arising out of the issues this Settlement resolves. Unless you exclude yourself from the Settlement (see Question 19), all of the decisions by the Court will bind you. The specific claims you are giving up against ICCU are described in Section XIII of the Settlement Agreement. The Settlement Agreement is available at [WEBSITE]. You will be releasing ICCU and all related people as described in Section XIII of the Settlement Agreement.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions regarding the release, you may contact Class Counsel as provided for in Question 16.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

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

<p>Gary Klinger MASON LIETZ & KLINGER LLP 227 W. Monroe Street, Suite 2100 Chicago, IL 60606</p>	<p>Benjamin Schwartzman ANDERSON SCHWARTZMAN WOODARD DEMPSEY, PLLC 800 West Main Street, Suite 1460 Boise, Idaho 83702</p>
<p>Hassan Zavareei TYCKO & ZAVAREEI LLP 1828 L Street, NW, Suite 1000 Washington, DC 20036</p>	<p>Brandon Wise PEIFFER WOLF CARR KANE & CONWAY 818 Lafayette Avenue, 2nd Floor St. Louis, Missouri 63104</p>

You will not be charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense. If you have questions about how to submit a claim or if you need to update your address information, please contact the Settlement Administrator (see Question 22).

16. How will these lawyers be paid?

Class Counsel have undertaken this case on a contingency-fee basis and have not been paid any money in relation to their work on this case to date. Accordingly, Class Counsel will ask the Court to award them attorneys’ fees not to exceed 33 1/3% of the total settlement amount, and reimbursement for costs and expenses to be paid from the Settlement Fund. You will not have to separately pay any portion of these fees yourself. The Court will decide the amount of fees and costs and expenses to be paid. Class Counsel’s request for attorneys’ fees and costs (which must be approved by the Court) will be filed by [DATE] and will be available to view on the settlement website at [WEBSITE].

17. Will the class representatives receive any additional money?

The class representatives are listed in the Settlement Agreement, which is located at [WEBSITE]. Class Counsel will ask the Court to award these individuals Service Award Payments of \$5,000.00 for the time that they spent, and the risks that they undertook, in bringing this lawsuit on behalf of the class. This amount is also subject to Court approval. Any amount approved by the Court will be paid from the Settlement Fund. Class Counsel’s request for these Payments (which must be approved by the Court) will be filed by [DATE] and will be available to view on the settlement website at [WEBSITE].

Questions? Go to [at \[WEBSITE\]](#) or call [PHONE NUMBER]

EXCLUDING YOURSELF FROM THE SETTLEMENT

18. How do I exclude myself from the Settlement?

If you are a member of the settlement class but do not want to remain in the class, you may exclude yourself from the class (also known as “opting out”). If you exclude yourself, you will lose any right to participate in the Settlement, including any right to receive the benefits outlined in this Notice.

If you decide on this option, you may keep any rights you have, if any, against ICCU and you may file your own suit against ICCU based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult an attorney to determine your options.

To exclude yourself from the Settlement, you must mail a request for exclusion, postmarked no later than [DATE], to:

ICCU Class Action Settlement Administrator
Attn: Exclusion
In re: ICCU Data Breach Litigation
c/o
[ADDRESS LINE 1]
[ADDRESS LINE 2]

This statement must contain the following information:

- (1) The name of this proceeding (*In re: ICCU Data Breach Litigation*, Case No. CV03-20-00831 or similar identifying words such as “ICCU Data Breach Lawsuit”);
- (2) Your full name and address;
- (3) The words “Request for Exclusion” at the top of the document or a statement that you do not wish to participate in the settlement; and
- (4) Your signature.

If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the settlement class, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court, and you may not recover under any other individual settlement agreement regarding the claims released as part of the Settlement.

OBJECTING OR COMMENTING ON THE SETTLEMENT

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

If you are a Settlement Class Member, you can object to the Settlement if you don’t think it is fair, reasonable, or adequate, including Class Counsel’s motion for an award of attorneys’ fees and costs and expenses, and/or the requested service award payments to the Settlement Class Representatives. The Court cannot order a larger settlement or award you more based on your individual circumstances; the Court can only approve or deny the Settlement as it is presented.

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

- (1) The name of this proceeding (*In re: ICCU Data Breach Litigation*, Case No. CV03-20-00831 or similar identifying words such as “ICCU Data Breach Lawsuit”);
- (2) Your full name, address, and telephone number;
- (3) State with specificity the grounds for the objection, as well as any documents supporting the objection;

Questions? Go to [WEBSITE] or call [PHONE NUMBER]

- (4) A statement as to whether the objection applies only to you and your circumstances, to a specific subset of the class, or to the entire class;
- (5) The name and address of any attorneys representing you with respect to the objection;
- (6) A statement regarding whether you or your attorney intend to appear at the Final Approval Hearing; and
- (7) You or your attorney's signature.

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

ICCU Class Action Settlement Administrator
Attn: Objections
In re: ICCU Data Breach Litigation
c/o [Administrator]
[ADDRESS LINE 1]
[ADDRESS LINE 2]

You must not submit your objections directly to the Court. **If you do not comply with these procedures and the deadline for submitting objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement. You will still be eligible to receive settlement benefits if the Settlement becomes final even if you object to the Settlement.**

The Court has scheduled a Final Approval Hearing to listen to and consider whether the Settlement is fair, adequate, and reasonable. If there are objections, the Court will consider them.

The hearing will take place on [DATE and TIME] before the Honorable Robert C. Naftz, at the Sixth Judicial District Court, State of Idaho, 624 E Center St # 220, Pocatello, Idaho 83201. This hearing date and time may be moved or may be conducted telephonically or by video conference. Please refer to the settlement website for notice of any changes.

GETTING MORE INFORMATION

<u>20. Where can I get more information?</u>

This notice summarizes the Settlement. More details are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement and other case documents at [WEBSITE]. If you have questions about this Notice or the Settlement, you may contact the Settlement Administrator by [PHONE, EMAIL, OR MAIL at In re: ICCU Data Breach Litigation c/o [Administrator] [ADDRESS]]. If you wish to communicate directly with Class Counsel, you may contact them (contact information noted above in Question 15). You may also seek advice and guidance from your own private attorney at your own expense, if you wish to do so.

The status of the settlement, any appeals, and the date of payments will be posted on the Settlement website.

The Court cannot respond to any questions regarding this Notice, the lawsuit, or the proposed settlement. ***Please do not contact the Court or its Clerk with questions about the Settlement.***

Exhibit 2 to Settlement Agreement
(Claim Form)

Must be postmarked
or submitted online
NO LATER THAN
Month Day, 2020

ICCU DATA BREACH SETTLEMENT C/O
[CLAIMS ADMINISTRATOR]
P.O. BOX _____
[CITY],[STATE] [ZIP]
WWW.ICCUDATABREACHSETTLEMENT.COM

ICCU Data Breach Claim Form

SETTLEMENT BENEFITS – WHAT YOU MAY GET

If you received notice that your personal information may have been compromised in the ICCU data breach announced in February 2020, and if you did not opt out of the settlement, you may submit a claim.

The easiest way to submit a claim is online at www.ICCUDataBreachSettlement.com, or you can complete and mail this claim form to the mailing address above.

You may submit a claim for one or more of these benefits:

Cash Reimbursement. Use the claim form to request money for one or more of the following:

- **Reimbursement for Money You Spent.** If you spent money trying to avoid or recover from fraud or identity theft because of the ICCU data breach, you can be reimbursed. You must submit documents supporting your claim.
- **Reimbursement for Money You Lost.** If you lost money from fraud or identity theft because of the ICCU data breach, you can be reimbursed. You must submit documents supporting your claim.

Credit monitoring. Use this claim form to request free credit monitoring and identity restoration services through Kroll for twelve (12) months.

Additional Cash Payment. The additional cash payments will be calculated after all payments are made for Cash Reimbursement and will be an amount equal to a pro rata distribution of the Net Settlement Fund. You do not need to submit a claim to receive an Additional Cash Payment.

* * *

Claims must be submitted online or mailed by [DATE]. Use the address at the top of this form for mailed claims.

Please note: the settlement administrator may contact you to request additional documents to process your claim. Your cash benefit may decrease depending on the number of claims filed.

For more information and complete instructions visit [\[WEBSITE\]](#).

Settlement benefits will be distributed after the Settlement is approved by the Court and final. If you submit a claim, it will be maintained as confidential and not shared with ICCU.

Your Information

We will use this information to contact you and process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by emailing -----@[ICCUDataBreachSettlement.com](#).

1. NAME:	First	Middle Initial	Last
2. ALTERNATIVE NAME(S):			
3. MAILING ADDRESS:	Street Address		
	Apt. No.		
	City		
	State		
	Zip		
4. PHONE NUMBER:			
5. EMAIL ADDRESS:			

Cash Payment: Money You Lost or Spent

If you lost or spent money trying to prevent or recover from fraud or identity theft caused by the ICCU data breach and have not been reimbursed for that money, you can receive a reimbursement.

It is important for you to send documents that show what happened and how much you lost or spent, so that you can be repaid.

To look up more details about how cash payments work, visit [\[WEBSITE\]](#) or call toll-free _____. You will find more information

about the types of costs and losses that can be paid back to you, what documents you need to attach, and how the Settlement Administrator decides whether to approve your payment.

Examples of Loss Type and Documents	Amount and Date	Description of Loss or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the ICCU breach)
Credit monitoring and identity theft protection purchased on or after 2/1/2020 <i>Examples: Receipts or statements for credit monitoring services</i>	\$ Date:	_____ _____ _____ _____ _____
Costs, expenses, and losses due to identity theft, fraud, or misuse of your personal information on or after 2/1/2020 <i>Examples: Account statement with unauthorized charges highlighted; police reports; IRS documents; FTC Identity Theft Reports; letters refusing to refund fraudulent charges; credit monitoring services you purchased</i>	\$ Date:	_____ _____ _____ _____ _____ _____
Professional fees paid to address identity theft on or after 2/1/2020 <i>Examples: Receipts, bills, and invoices from accountants, lawyers, or others</i>	\$ Date:	_____ _____ _____ _____
Other expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges related to the data breach <i>Examples: Phone bills, receipts, detailed list of places you traveled (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled</i>	\$ Date:	_____ _____ _____ _____ _____ _____ _____

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How You Would Like to Receive Your Cash Payment

If you made a claim for a cash payment in this claim form, you can elect to receive your payment either by check or electronically by PayPal or Venmo. Checks must be cashed within NN days.

Which do you prefer?

Check

PayPal

(If checked) PayPal e-mail address: .

Venmo

(If checked) Venmo username: .

Would You Like to Receive Credit Monitoring Services?

Would you like to enroll in Credit Monitoring and Identity Restoration Services from Kroll at no cost to you? You can elect to enroll in Credit Monitoring and Identity Restoration Services regardless of whether you also submit a claim for cash payment.

Yes

No

Signature

I affirm under the laws of the United States that the information supplied in this claim form is true and correct to the best of my knowledge and that any documents that I have submitted in support of my claim are true and correct copies of original documentation.

I understand that I may be asked to provide more information by the claims administrator before my claim is complete.

Signature:

Dated:

Print Name: