

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA**
Abingdon Division

Kyle Beer, individually and on behalf of all others
similarly situated,

Plaintiff,

v.

Bluefield University,

Defendant.

Case No. 1:23-cv-00055-MFU-
PMS

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR
A SOLICITATION FROM A LAWYER.*

PLEASE READ THIS NOTICE CAREFULLY

If you are a resident of the United States and were sent a notice letter from Bluefield University (“Bluefield,” or “Defendant”) notifying you that your Private Information was compromised in a Data Breach Incident (the “Incident”) on May 1, 2023, or Bluefield has been able to obtain alternate contact information for you, you are eligible to participate in a proposed class action lawsuit settlement (“Settlement Class,” “Class Member”).

A proposed Settlement has been reached in a class action lawsuit against Bluefield. The lawsuit asserted claims against Bluefield arising out of or related to the Data Security Incident that Bluefield learned of on May 1, 2023.

If you are a member of the Settlement Class, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A VALID CLAIM BY APRIL 7, 2025	You must submit a Valid Claim Form to receive settlement benefits, including reimbursement for Documented Out-of-Pocket expenses incurred as a result of the Incident, up to a maximum of \$4,500 per person; compensation for up to 5 hours of Lost Time at \$25 per hour for time spent time reasonably related to mitigating the effects of the Incident; and 3 years of Identity Theft Protection and Credit Monitoring; OR a one-time Alternative Cash Payment of up to \$100 in lieu of the other benefits offered.

DO NOTHING	You will receive no benefits from the Settlement and will no longer be able to sue the Released Parties, ¹ including Bluefield over the claims resolved in the Settlement.
SUBMIT A WRITTEN OPT-OUT BY MARCH 10, 2025	Submit a written notice of your intent to be excluded from the Settlement. You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
FILE AN OBJECTION BY MARCH 10, 2025	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class to object to the Settlement.
GO TO A HEARING ON APRIL 15, 2025	Ask to speak in Court about the fairness of the Settlement.

No payments or other Settlement Benefits will be issued until after the Court gives Final approval to the Settlement and any appeals are resolved.

You can learn more about the Settlement by visiting www.BluefieldSettlement.com or by calling 1-800-417-6705.

Further Information about this Notice and the Lawsuit

1. Why did I receive a Notice in the mail?

The postcard notice you received in the mail was sent to inform you of the proposed Settlement because you may be a member of the Settlement Class eligible to receive benefits. The proposed Settlement was reached in the class action lawsuit *Beer v. Bluefield University*, Case No. 1:23-cv-00055-MFU-PMS in the United States District Court for the Western District of Virginia, Abingdon Division (the “Lawsuit”). The Court overseeing the Lawsuit authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

2. What is the Lawsuit about?

The proposed class action Lawsuit is brought on behalf of all natural persons residing in the United States who were sent a notice letter by Bluefield notifying them that their Private Information was compromised in the Incident, or for whom Bluefield has alternate contact information.

3. Why is the Lawsuit a class action?

In a class action, one or more representative plaintiffs bring a lawsuit on behalf of all others who are alleged to have similar claims. Together, these people are the “class” and each individually is

¹ The Released Parties include Bluefield, its past and present subsidiaries, divisions, related or affiliated entities and each of their respective predecessors, successors, trustees, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers including any person who was or could have been named as a defendant in this Litigation.

a “Class Member.” In this case the Plaintiff or “Class Representative” is Kyle Beer. The company being sued, in this case Bluefield University, is known as the Defendant.

4. Why is there a Settlement?

The Plaintiff in the Lawsuit, through his attorneys (known as “Class Counsel”), investigated the facts and law relating to the issues in the Lawsuit. The Plaintiff and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement.

The Court has not decided whether the Plaintiff’s claims or Bluefield’s defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid timely claims will receive benefits from the Settlement. The Settlement does not mean that Bluefield did anything wrong, or that the Plaintiff and the Settlement Class would or would not win the case if it were to go to trial.

Terms of the Proposed Settlement

5. Who is in the Settlement Class?

The Settlement Class is defined as all natural persons residing in the United States who were sent a notice letter notifying them that their Private Information was compromised in the Incident, or for whom Bluefield has alternative contact information.

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

6. What are the Settlement Benefits?

The Settlement provides for payments to people who submit Valid Claims for reimbursement of Documented Out-Of-Pocket Losses as a result of the Incident up to a maximum of \$4,500 per person; compensation for up to 5 hours of Lost Time at \$25 per hour for time spent reasonably related to mitigating the effects of the Incident (with any payment for Lost Time counting towards the \$4,500 cap); and 3 years of Credit Monitoring and Identity Theft Protection. In lieu of receiving reimbursement for Documented Out-of-Pocket Losses and/or Lost Time, Class Members who submit Valid Claims can elect to receive a one-time Alternative Cash Payment of up to \$100.

Documented Out-Of-Pocket Losses

Claims made for Documented Out-Of-Pocket Losses incurred as a result of the Incident must include third party documentation supporting the claimed loss and a brief description of the documentation describing the nature of the loss if the loss is not apparent from the documentation alone. Self-prepared documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement. In no circumstance will a Settlement Class Member be eligible to receive more than a \$4,500 Settlement payment.

Documented Out-Of-Pocket Losses may include (by way of example): 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 credit reports, credit monitoring, other identity theft insurance products purchased on or after May 1, 2023 through August 26, 2024, or any other expense reasonably related to the Incident. All Documented Out-Of-Pocket Losses claimed must be reasonably related to the Incident.

Reimbursement for Lost Time

Compensation for Lost Time requires (i) an attestation that any claimed lost time spent was reasonably related to mitigating the effects of the Incident; and (ii) a statement of the number of hours spent (up to a maximum of 5 hours at \$25 per hour). Compensation for Lost Time is capped at \$125.00 and may be combined with a claim for reimbursement for Documented Out-of-Pocket Losses, but in no circumstance will a Settlement Class Member be eligible to receive more than the \$4,500 individual Class Member cap.

Identity Theft Protection and Credit Monitoring Services

The proposed Settlement provides three (3) years of one-bureau Credit Monitoring and Identity Theft Protection Services free of charge to Settlement Class Members who submit a timely and valid Claim Form. These services are available regardless of whether the Settlement Class Member submits a claim for reimbursement of Documented Out-of-Pocket Losses or Lost Time.

Alternative Cash Payment

In lieu of receiving a reimbursement for Documented Out-Of-Pocket Losses, reimbursement for Lost Time, and/or Credit Monitoring and Identity Theft Protection Services, Settlement Class Members may elect to submit a claim for a one-time Alternative Cash Payment of up to \$100.

Remedial Measures

Bluefield has also agreed to implement and/or continue remedial measures to protect the continuing interests of Plaintiff's and Settlement Class Members' data security. For complete details, please see the Settlement Agreement, whose terms control, available at www.BluefieldSettlement.com.

7. What claims are Settlement Class Members giving up under the Settlement?

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Settlement Agreement and any Final judgment entered by the Court, and will give up their right to sue the Released Parties for the claims being resolved by the Settlement.

The claims that are being released and the persons and entities being released from those claims are described in the Settlement Agreement. To view the Settlement Agreement, please visit www.BluefieldSettlement.com.

Your Options as a Settlement Class Member

8. If I am a Settlement Class Member, what options do I have?

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement.

However, to be eligible for reimbursement of Documented Out-Of-Pocket Losses, Lost Time, three years of Identity Protection and Credit Monitoring Services, or a one-time Alternative Cash Payment, you **must** complete and submit a Claim Form postmarked or submitted online **by April 7, 2025**. You may download or submit a Claim Form online at www.BluefieldSettlement.com.

If you do not want to give up your right to sue the Released Parties related to the Incident or the issues raised in this case, you must exclude yourself (or “opt-out”) from the Settlement Class. *See* Question 12 below for instructions on how to exclude yourself.

If you object to the Settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and file a written objection in this case with the Court. (*See* Question 15 below.) If you object, you must still submit a claim if you want compensation for unreimbursed losses or credit monitoring services.

9. What happens if I do nothing?

If you do nothing, you will get no benefit from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Parties related to the claims released by the Settlement.

10. How do I submit a claim?

You may complete the Claim Form online at www.BluefieldSettlement.com. You may also obtain a paper Claim Form by downloading it at www.BluefieldSettlement.com or by calling the Claims Administrator at **1-800-417-6705**. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically at www.BluefieldSettlement.com, via email at: BluefieldSettlement@atticusadmin.com, or mail them to:

Bluefield University Data Breach Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

11. Who decides my Settlement claim and how do they do it?

The Claims Administrator, Atticus Administration, will initially decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

12. How do I exclude myself from the Settlement?

If you wish to opt-out of the Settlement Class, you must individually sign and timely submit written notice of such intent and send it by mail to the Claims Administrator by **March 10, 2025**.

A request for exclusion must include (i) your name, address and phone number, (ii) a clear statement of your intent to be excluded from the Settlement Class, and (iii) your signature.

You must mail your request postmarked by **March 10, 2025** to:

Bluefield University Data Breach Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

13. If I exclude myself, can I receive a benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to any Settlement Benefits. You will also not be bound by the terms of the Settlement Agreement.

14. If I do not exclude myself, can I sue the Released Parties for the Incident later?

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

15. How do I object to the Settlement?

If you do not request exclusion from the Settlement Class, you have the right to object to the Settlement or any part of it. The Court will consider your views and decide whether to approve or reject the Settlement. You cannot ask the Court to order a different settlement. If the Court denies approval, no Settlement Benefits will be sent out and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be filed with the Clerk of Court and a copy mailed to Class Counsel and Bluefield's Counsel at the addresses listed below. Objections must be filed or postmarked no later than **March 10, 2025**.

Class Counsel	Bluefield's Counsel
William B. Federman FEDERMAN & SHERWOOD 10205 North Pennsylvania Ave. Oklahoma City, OK 73120	Christopher G. Dean MCDONALD HOPKINS LLC 600 Superior Ave. E. Suite 2100 Cleveland, OH 44114

To be considered by the Court, your objection must be filed timely and include:

- (a) The case name and docket number *Beer v. Bluefield University*, Case No. 1:23-cv-00055-MFU-PMS;
- (b) Your full name, address, telephone number, and e-mail address (if any);

- (c) Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, such as a copy of mailed Notice of this Settlement or the original notice of the Incident you received;
- (d) A written statement of all grounds for your objection and all legal support you believe applicable or relevant to your objection;
- (e) The identity of all counsel representing you in connection with the objection;
- (f) A statement of whether you and/or your counsel will appear at the Final Approval Hearing;
- (g) Your signature or that of your duly authorized attorney or other duly authorized representative; and
- (h) A list of all other cases in which you and/or your counsel have filed an option in any other proposed class action settlement within the last 3 years, by case name, court, and docket number.

If you fail to object in this manner, you will be deemed to have waived and forfeited any and all rights you may have to appear separately and/or to object to the Settlement Agreement, and you shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in paragraph 5.1 of the Settlement Agreement. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final order approving this Settlement Agreement, or the Judgment to be entered upon Final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

Court Approval of the Settlement

16. How, when and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **April 15, 2025** at **10:00 a.m.** at 180 West Main Street, Abingdon, Virginia 24210, to decide whether to approve the Settlement. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who properly requested to speak at the hearing. The Court may also consider Plaintiff's request for Attorneys' Fees and Costs, and Plaintiff's request for a Service Award for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www.BluefieldSettlement.com to confirm the schedule if you wish to attend.

17. Do I have to attend the hearing?

No. You do not need to attend the hearing. Class Counsel will represent the interests of the Settlement Class. If you object to the Settlement and wish to appear in person you are welcome to do so if your written objection was properly submitted pursuant to the instructions in Question 15.

It is not necessary to appear in person to make an objection. You or your own lawyer are welcome to attend the hearing at your expense but are not required to do so.

18. What happens if the Court approves the Settlement?

If the Court approves the Settlement, there may still be appeals. If an appeal is taken, it is possible the Settlement could be disapproved on appeal or take time to resolve. We do not know how long this process may take.

If the Court approves the settlement and no appeal is taken, the Claims Administrator will pay any attorneys' fees and costs award and any Representative Plaintiff's service award from the Settlement Fund. Then, within the later of 30 days after the Effective Date or 30 days after all disputed claims have been resolved, the Claims Administrator will send settlement payments to Settlement Class Members who submitted timely and valid Settlement Claims.

19. What happens if the Court does not approve the Settlement?

If the Court does not approve the Settlement, there will be no Settlement Benefits available to Settlement Class Members, Class Counsel, or the Class Representative, and the case will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class and Bluefield

20. Who represents the Settlement Class?

The Settlement Class is represented by:

William B. Federman
FEDERMAN & SHERWOOD
10205 North Pennsylvania Avenue
Oklahoma City, OK 73120

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid by Bluefield, subject to Court approval. However, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing, if you so choose.

21. How will the lawyers for the Settlement Class be paid?

Class Counsel will request an award of attorneys' fees and reimbursement of costs and expenses not to exceed thirty percent (30%) of the Settlement Fund (\$150,000). The "Fee Award and Costs" will be paid from the Settlement Fund, in an amount approved by the Court.

Class Counsel will also seek approval from the Court for a Service Award Payment of \$1,500 to the Class Representative in recognition of his contributions to this Action.

Bluefield's obligation for all payments required to be made under the Settlement Agreement shall not exceed five hundred thousand dollars (\$500,000) excluding any costs associated with the Remedial Measures. If the Court awards the Class Counsel Fee Award and Costs and the Class Representative Service Award described above, these award(s) and the costs to administer the Settlement will be deducted from the \$500,000 Settlement Fund.

22. Who represents Bluefield in the Lawsuit?

Bluefield is represented by:

Christopher G. Dean
MCDONALD HOPKINS LLC
600 Superior Ave. E. Suite 2100
Cleveland, OH 44114

For Further Information

23. What if I want further information or have questions?

For additional information, please visit www.BluefieldSettlement.com. You may also contact the Claims Administrator by mail, email or phone:

Bluefield University Data Breach Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164
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1-800-417-6705

PLEASE DO NOT CONTACT THE COURT OR BLUEFIELD'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.