

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI

If you were notified by letter from National Western Life Insurance Company that your personal information may have been exposed as a result of an August 2020 Security Incident, you may be eligible for a payment and credit monitoring services from a class action settlement.

Para una notificación en Español, visitar www.NatWestDataSettlement.com

A federal court authorized this Notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.

- A settlement has been proposed in a class action lawsuit against National Western Life Insurance Company (“NWL”), relating to a cybersecurity incident in August 2020 by which third-party actors installed ransomware on NWL’s computer systems and potentially accessed personal information residing on those computers (the “Security Incident”). The computer systems affected by the Security Incident potentially contained certain private identifying information (such as Social Security numbers, credit card information, addresses and dates of birth) that had previously been provided to NWL.
- If you are an individual who was notified via letter from NWL that your personal information may have been exposed as a result of the August 2020 Security Incident, you are a part of the class, and may be eligible for a payment or to enroll in Financial Shield Services.
- The Settlement provides payments to people who submit valid claims for out-of-pocket expenses and lost time that were incurred and arose from the Security Incident.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	This is the only way you can get payment.	May 23, 2022
ENROLL IN FINANCIAL SHIELD	Visit the following website after June 16, 2022 and enter your information: https://app.financialshield.com/information/nwl . The service will not be active until after the Court approves the Settlement, and you will need the 16-digit activation code printed on the notice mailed to you to enroll.	After Final Approval of Settlement
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will not get any payment or Financial Shield services from the Settlement, but you also will not release your claims against NWL. This is the only option that allows you to be part of any other legal lawsuit against NWL or related parties for the legal claims resolved by the Settlement.	April 22, 2022
OBJECT TO THE SETTLEMENT	Write to the Court with reasons why you do not agree with the Settlement.	April 22, 2022
GO TO THE FINAL FAIRNESS HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing.	June 16, 2022
DO NOTHING	You will not get payment from this Settlement and you will give up certain legal rights. Submitting a claim form is the only way to obtain payment from this Settlement.	No Deadline

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, www.NatWestDataSettlement.com or call 1-(844) 703-0889.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGE 4
1. Why is this Notice being provided?	
2. What is this lawsuit about?	
3. What is a class action?	
4. Why is there a Settlement?	
WHO IS INCLUDED IN THE SETTLEMENT?	PAGE 5
5. How do I know if I am part of the Settlement?	
6. Are there exceptions to being included in the Settlement?	
THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY	PAGE 5
7. What does the Settlement provide?	
8. What Settlement benefits are available?	
HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM	PAGE 7
9. How do I get benefits from the Settlement?	
10. How will claims be decided?	
11. When will I get my payment?	
REMAINING IN THE SETTLEMENT	PAGE 7
12. Do I need to do anything to remain in the Settlement?	
13. What am I giving up as part of the Settlement?	
EXCLUDING YOURSELF FROM THE SETTLEMENT	PAGE 8
14. If I exclude myself, can I still get payment from the Settlement?	
15. If I do not exclude myself, can I sue NWL for the same thing later?	
16. How do I get out of the Settlement?	
THE LAWYERS REPRESENTING YOU	PAGE 8
17. Do I have a lawyer in this case?	
18. How will Class Counsel be paid?	
OBJECTING TO THE SETTLEMENT	PAGE 9
19. How do I tell the Court that I do not like the Settlement?	
20. What is the difference between objecting to and excluding myself from the Settlement?	
THE COURT’S FINAL FAIRNESS HEARING	PAGE 8
21. When and where will the Court decide whether to approve the Settlement?	
22. Do I have to come to the Final Fairness Hearing?	
23. May I speak at the Final Fairness Hearing?	
IF YOU DO NOTHING	PAGE 10
24. What happens if I do nothing?	
GETTING MORE INFORMATION	PAGE 10
25. Are more details about the Settlement available?	
26. How do I get more information?	

BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the payments and other relief that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the Western District of Missouri. The case is known as *Baldwin et al. v. National Western Life Insurance Company*, Case No. 2:21-CV-04066-WJE (the “Lawsuit”). The people who filed the Lawsuit are called Plaintiffs and the entity they sued, NWL, is called the Defendant.

2. What is this lawsuit about?

The Lawsuit claims that NWL was responsible for the increased risk of fraud and identity theft stemming from the Security Incident and asserts claims such as: negligence; negligence per se; breach of express/implied contractual duty; unjust enrichment; violation of the California Unfair Competition Law; Violation of the California Consumer Privacy Act; Violation of California’s Consumer Legal Remedies Act; and Violation of the California Consumer Records Act. The Lawsuit seeks, among other things, payment for persons who were potentially impacted by the Security Incident.

NWL denies all of the claims, as well as all charges of wrongdoing or liability against it.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Mildred Baldwin and Douglas Dyrssen Sr.) sue on behalf of people who have similar claims. Together, all these people are called a Class or Class Members. One Court and one judge resolves the issues for all Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or NWL. Instead, the Plaintiffs negotiated a settlement with NWL that allows both Plaintiffs and NWL to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to obtain payment without further delay. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members. This Settlement does not mean that NWL did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of this Settlement as a Settlement Class Member if you were notified via letter from NWL that your personal information may have been exposed as a result of the August 2020 security incident by which third-party actors installed ransomware on NWL's computer systems and potentially accessed personal information residing on those computer systems.

6. Are there exceptions to being included in the Settlement?

Yes. Specifically excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, and their current or former officers, and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement will provide financial asset protection through Financial Shield Services, cash payments to people who submit valid claims, as well as for the implementation of increased data security measures at NWL.

All Settlement Class Members will be provided access to Financial Shield for a period of 12 months from the Effective Date of the settlement without the need to submit a Settlement Claim. A link with a redeemable code to be used directly for enrollment for Financial Shield was provided in the Notice mailed to you from the Claims Administrator. Financial Shield monitors and protects registered financial accounts for account changes and account takeover attempts. This service will notify consumers in near real-time if there is a change in any account, new signatory request or signatory deletion, new account opening, wire transfer requests and many more events targeted by hackers and online thieves. Financial Shield is backed by customer support and victim assistance specifically trained in identity theft restoration and a \$1 million insurance with no deductible in the event you experience fraud.

The settlement will also provide payments to people who submit valid claims for expenses or time incurred as a result of the Data Incidents. In order to claim compensation for expenses or time incurred, you must file a Claim Form, and must provide related documentation or attestations with the Claim Form.

In addition to the above benefits, California Settlement Subclass Members will also be eligible for an additional benefit of \$50 each.

8. What settlement benefits are available?

Class Members are each individually eligible to receive up to \$5,480 in cash payments for reimbursements and lost time (with *pro rata* reductions, if applicable), as well as 12 months of Financial Shield credit monitoring and identity restoration services, valued at \$135 per person. In addition, NWL has agreed to provide prospective equitable relief in the form of data security enhancements designed to better protect Class Members' PII in the future. California Subclass Members are eligible to claim an additional \$50 payment.

Cash Payments: Qualified class members are eligible to claim payment for and up to the amounts of:

- Lost Time: Settlement Class Members may make a claim for documented self-certified and documented time spent related to the effects or potential effects of the Security Incident. Each Settlement Class Member may claim up to 4 hours of time by attesting to the fact that they expended such time. Additionally, each Settlement Class Member may claim up to 8 hours of time that is supported by Reasonable Documentation. Lost Time will be compensated at a rate of \$20/hour.
- Reimbursement for Credit Monitoring Services: Settlement Class Members who purchased identify protection or credit monitoring services after August 7, 2020 and before the date of Notice are eligible for reimbursement of credit monitoring services. Claims for this type of reimbursement must be supported by Reasonable Documentation and are subject to a \$120 cap.
- Reimbursement for Ordinary Out-of-Pocket Expenses: Settlement Class Members can also claim reimbursement for ordinary expenses up to \$120, fairly traceable to the Security Incident and supported by Reasonable Documentation, including:
 - Cost to obtain credit reports;
 - Card replacement fees;
 - Late fees;
 - Overlimit fees;
 - Interest on payday loans taken as a result of the Data Incident;
 - Other bank or credit card fees;
 - Postage, mileage, and other incidental miscellaneous expenses resulting from lack of access to an existing account; and
 - Any other unreimbursed, documented out-of-pocket losses reasonably incurred fairly traceable to the Security Incident, such as notary, fax, postage, copying, mileage.
- Reimbursement for Extraordinary Out-of-Pocket Expenses: Settlement Class Members can also claim compensation for unreimbursed fraudulent charges or out-of-pocket losses not covered above, incurred as a result of, or in resolving losses caused by, the Security Incident, subject to documentation showing that the loss was not reimbursed by any other source, the loss was caused by the Security Incident, and the Settlement Class member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. This category of reimbursements is capped at \$5,000 per Settlement Class Member.
- California Subclass Benefits: In addition to the above benefits, California Settlement Subclass members will also be eligible to claim a separate, California statutory damages award of \$50. The total amount that can be claimed as California Statutory benefits shall be capped at \$500,000 (with *pro rata* reductions if applicable), and this amount shall be deemed part of the overall Settlement Benefits cap.

Financial Shield Service: All Settlement Class Members will be eligible to sign up for 12 months of Financial Shield whether or not they are eligible for a cash recovery under the above paragraphs. To enroll in Financial Shield, visit the following website after June 16, 2022 and enter your information: <https://app.financialshield.com/information/nwl>. The service will not be active until after the Court approves the Settlement, and you will need the 16-digit activation code printed on the Notice mailed to you to enroll. If for some reason you have not received the 16-digit activation code, but believe you are a Settlement Class Member, please call 1(844)703-0889 to verify your identity and receive further information on how to file a claim.

To register to receive a reminder email containing your Financial Shield activation code once the settlement is approved and codes are active, please visit www.NatWestDataSettlement.com and complete the Financial Shield Reminder Form.

Prospective Equitable Relief: In addition to the cash payments and credit monitoring services described above, the Settlement Agreement also provides that NWL must implement and maintain, for a period of at least two years, certain data security improvements such as: engaging third-party security auditors to periodically assess and test NWL systems; training and testing personnel; segmenting data by using firewalls and access controls; conducting regular security checks; and encrypting and tokenizing certain data.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

9. How do I get benefits from the Settlement?

To ask for a payment, you must complete and submit a Claim Form. Claim Forms are available at www.NatWestDataSettlement.com or you may request one by mail by calling 1(844)703-0889. Read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **May 23, 2022** to:

Nat West Data Settlement Administrator
c/o Postlethwaite & Netterville
P.O. Box 3678
Baton Rouge, LA 70821

10. How will claims be decided?

The Settlement Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Settlement Administrator may require additional information from any claimant. If the required information is not timely provided, the claim will be considered invalid and will not be paid, and credit monitoring will not be provided.

Class Counsel and Defendant also retain the right to challenge any approved or denied claims.

11. When will I get my payment?

The Court will hold a Final Fairness Hearing at 10:00 a.m. on June 16, 2022 at Christopher S. Bond Court House, 80 Lafayette Street, Jefferson City, MO 65101 to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

REMAINING IN THE SETTLEMENT

12. Do I need to do anything to remain in the Settlement?

All Settlement Class Members will be eligible to sign up for 12 months of Financial Shield, but you must enroll after the Court approves the Settlement using the information provided in Question 8. In order to receive a monetary payment, you must submit a Claim Form postmarked by **May 23, 2022**.

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

If the Settlement becomes final, you will give up your right to sue NWL for the claims being resolved by this Settlement. The specific claims you are giving up against NWL are described in Section II of the Settlement Agreement. You will be “releasing” NWL and all related people or entities as described in Section II of the Settlement Agreement. The Settlement Agreement is available at www.NatWestDataSettlement.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what this means you can talk to the law firms listed in Question 17 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue NWL about issues in the Litigation, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

14. If I exclude myself, can I still get payment from the Settlement?

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

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

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

16. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *Baldwin v National Western Life Insurance Company*, Case No. 2:21-CV-04066-WJE. Your letter must also include your name, address, telephone number, and signature. You must mail your exclusion request postmarked no later than **April 22, 2022** to:

Nat West Data Settlement Administrator
c/o Postlethwaite & Netterville
P.O. Box 3678
Baton Rouge, LA 70821

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC, 5335 Wisconsin Avenue NW, Suite 440 Washington, DC 20015, and J. Gerard Stranch IV of Branstetter, Stranch & Jennings, PLLC, 223 Rosa L. Parks Avenue, Suite 200, Nashville, TN 37203 to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award combined attorneys' fees and costs in the amount of \$1,314,900. Class Counsel will also request approval of a service award of \$3,000 for each Class Representative. If approved, these amounts, as well as the costs of notice and settlement administration, will be paid by NWL out of the \$3,900,000 fund available for attorneys' fees, costs, and claims.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

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

If you are a Settlement Class member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file with the Court and mail copies to Class Counsel and NWL's Counsel a written notice stating that you object to the Settlement in *Baldwin v. National Western Life Insurance Company*, Case No. 2:21-CV-04066-WJE.

Your objection must include:

- 1) the name of the proceedings;
- 2) your full name, current mailing address, and telephone number;
- 3) a statement of the specific grounds for the objection, as well as any documents supporting the objection;
- 4) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- 5) the identity of any attorneys representing the objector;
- 6) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
- 7) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous 5 years;
- 8) four dates between the Objection Deadline and the fairness hearing when the Settlement Class Member is available to be deposed by Class Counsel and NWL's Counsel; and,
- 9) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Your objection must be filed with the Clerk of District Court for the Western District of Missouri, 400 E. 9th St. Kansas City, MO 64106 no later than April 22, 2022. You must also mail copies of your objection to Class Counsel and NWL's Counsel postmarked no later than **April 22, 2022** at all of the addresses below.

CLASS COUNSEL		NWL COUNSEL
David K. Lietz MILBERG COLEMAN BRYSON PHILLIPS GORSSMAN, PLLC 5335 Wisconsin Avenue NW, Suite 440 Washington, DC 20015	J. Gerard Stranch IV BRANSTETTER, STRANCH & JENNINGS PLLC 223 Rosa L. Parks Avenue, Suite 200, Nashville, TN 37203	Phyllis Sumner King & Spalding LLP 1180 Peachtree Street Atlanta, GA 30307

20. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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

The Court will hold a Final Fairness Hearing at **10:00 a.m. on June 16, 2022**, in the District Court for the Western District of Missouri, Christopher S. Bond Court House 80 Lafayette Street, Jefferson City, MO 65101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 19). The Court will also decide whether to approve fees and costs to Class Counsel, and the service awards to the Class Representatives.

22. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

23. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 19 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, you will not receive any compensation from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and the Release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against NWL or related parties about the issues involved in the Lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

25. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Stipulation and Settlement Agreement, which is available www.NatWestDataSettlement.com or by writing to the NWL Settlement Administrator, c/o Postlethwaite & Netterville P.O. Box 3678, Baton Rouge, LA 70821.

26. How do I get more information?

Go to www.NatWestDataSettlement.com or call 1(844)703-0889 or write to the Nat West Data Settlement Administrator, c/o Postlethwaite & Netterville P.O. Box 3678, Baton Rouge, LA 70821.

*Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer any questions regarding the Settlement or the Lawsuit*