

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RENSSELAER**

**JOHN DENIER, CHRISTOPHER GROARK,
RONALD BROAST, ROBERT E. DISHER, JR.,
and JESSICA PROPER,**

Individually, and on behalf of all others similarly
situated,

Plaintiffs,

v.

TACONIC BIOSCIENCES, INC.,

Defendant,

**NOTICE REGARDING RIGHT TO BENEFIT FROM
CLASS ACTION SETTLEMENT**

A Settlement Agreement has been reached in a class action lawsuit alleging that Taconic Biosciences, Inc. (“Taconic” or “Defendant”) disclosed to an unauthorized person certain personally identifying information of its present and former employees. This disclosure occurred on or about January 30, 2017 (“Data Disclosure”). The information disclosed included names, addresses, Social Security numbers, and 2016 income information (“W-2 Data”). If you have been affected by the unauthorized disclosure, you may be entitled to payment under the Settlement Agreement reached in the case.

As part of this Settlement, Taconic has agreed to pay certain types of claims for all Class Members and provide enrollment in an identity theft protection service.

**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON’T ACT,
SO READ THIS NOTICE CAREFULLY.**

YOUR OPTIONS	
Submit a Claim Form Deadline: One year from Final Approval. A Final Approval hearing is scheduled for July 15, 2019	Complete and submit a Claim Form and receive compensation. By completing and submitting a timely and valid Claim Form, you may recover money or additional credit monitoring and identity theft protection. The settlement website will post the claim filing deadline after Final Approval is granted. Please continue to check the settlement website for updates.
Ask to Be Excluded Deadline: May 9, 2019	Get out of this lawsuit and get no benefits from it. Instead of submitting a Claim Form, you may ask to be excluded from the lawsuit. By excluding yourself, you cannot recover as part of this Settlement and you keep a right to sue on your own.
Object Deadline: June 10, 2019	Object to the terms of the Settlement. You may object to the terms of the Settlement and have your objections heard at the July 15, 2019 Final Approval Hearing.
Do Nothing	You will not receive any compensation and you will give up your rights to sue Taconic about the issues raised in this case.

1. What is this Lawsuit about?

In the Lawsuit, Plaintiffs have brought claims against Taconic for: (1) negligence; (2) gross negligence; (3) negligent hiring, retention, and supervision; (4) breach of implied contract, (5) breach of contract; (6) breach of fiduciary duty; and (7) negligence per se, all related to the Data Disclosure.

Taconic denies any wrongdoing and denies all claims asserted against it in the Lawsuit.

Both sides have agreed to settle the Lawsuit to avoid the cost, delay, and uncertainty of litigation.

You can read Plaintiffs' Second Amended Complaint, the Settlement Agreement, other case documents, and download a Claim Form at www.TaconicBiosciencesSettlement.com.

2. Why is this a class action?

In a class action, Class Representatives (in this case, Plaintiffs John Denier, Christopher Groark, Ronald Broast, Robert E. Disher, Jr., and Jessica Proper), sued on behalf of a group (or a "Class") of people ("Class Members"). Here, the Class Representatives sued on behalf of people who have similar claims regarding the Data Disclosure.

3. Why is there a settlement?

To avoid the cost, risk, and delay of litigation, the Parties reached a Settlement Agreement as to the claims of Plaintiffs and the Class.

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

For settlement purposes, the Court has certified a Class consisting of all people who meet the following definition:

All current and former employees of Taconic whose W-2 data was compromised as a result of the Data Disclosure which occurred on or about January 30, 2017.

5. What relief is available to Class Members, and how do I receive benefits?

To obtain a recovery, you must submit a Claim Form. This is the only way to get a payment. Class Members who submit a valid and timely Claim Form may be entitled to the benefits enumerated below. Class Members may choose all applicable Claim categories. However, Class Members may seek reimbursement for each hour of lost time only once, regardless whether the time was spent dealing with issues in multiple Claim categories simultaneously. The overall cap for any individual claimant is \$3,000.00 for all amounts claimed in Categories A–E under paragraph 2 below. For purposes of any claim for reimbursement for lost time, the Claimant must have spent at least one hour before being entitled to claim one or more hours of time.

1. Class Members may sign up for 24 months of Experian's IdentityWorks Credit Plus 3-Bureau service, which is a similar service initially offered by Taconic in response to the Data Disclosure. This benefit is in addition to the 24 months of ProtectMyID service that was made available to all members of the Settlement Class who previously enrolled. Any member of the Settlement Class who did not previously enroll in Experian's ProtectMyID service will be given the opportunity to enroll for a period of 24 months.
2. Class Members may receive monetary relief by filing a Claim Form and choosing all applicable categories as follows:

Claim A: Settlement Class Members who had a false/fraudulent tax return filed after January 30, 2017, will be eligible for a payment of \$150.00 per affected tax year. Claimants must provide proof of the false tax return being filed and attest that they have no knowledge of a false/fraudulent return being filed in their name in the 3 years prior to 2017.

Claim B: Settlement Class Members who experienced incidents of identity theft following the Data Breach, other than the filing of a false or fraudulent tax return shall be entitled to a payout of \$100.00 per documented incident, in addition to actual, out-of-pocket expenses available under Claim E. Examples of the type of financial fraud identity theft for which Claim B applies include: unauthorized requests to the IRS for a tax transcript, attempts to open bank accounts, loan applications, new credit card applications, and governmental applications such as FEMA, FAFSA, SSA, and employment benefits.

Claim C: Settlement Class Members who qualify for payment under Claim A or Claim B and who spent more than one hour of time, other than paid time off previously given by Taconic, in resolving the tax fraud or other identity theft incident, may submit a self-verifying statement for time spent dealing with the effects of the W-2 Incident and be reimbursed for up to 10 hours of their time at \$25.00 per hour. The maximum amount any one Settlement Class Member can recover under Claim C is not to exceed \$250.00 in the aggregate.

Claim D: Class Members who do not qualify for payment under Claim A or Claim B and who spent more than one hour of time, other than paid time off previously given by Taconic, in dealing with the ramifications of the W-2 Incident, may submit a self-verifying statement for time spent dealing with the effects of the W-2 Incident and be reimbursed for up to 3 hours of their time at \$25.00 per hour, not to exceed \$75.00 in the aggregate.

Claim E: Class Members who had documented, out-of-pocket financial losses that are connected to the W-2 incident may claim reimbursement for those losses, provided (a) that the total amount claimed under this category, when combined with amounts claimed for Claims A–D, above, does not exceed the aggregate amount of \$3,000.00, (b) that Claimants first attest to have exhausted any rights to claim those same amounts under the identity theft insurance coverage provided by Taconic to employees following the incident, and (c) that the claimed amounts were not previously reimbursed by Taconic or any other source.

Before submitting a claim for reimbursement of expenses in any of the above Categories A–E under paragraph 2, Settlement Class Members who previously enrolled in Experian’s ProtectMyID service offered by Taconic must first submit their claim to Experian and have that claim denied or exhausted.

You can download the Claim Form at www.TaconicBiosciencesSettlement.com and mail it to:
Taconic Claims Administrator
P.O. Box 3669
Portland, OR 97208-3669

6. What am I giving up to receive these benefits?

By staying in the Class, all of the Court’s orders will apply to you, and you give Taconic a “release.” A release means you cannot sue or be part of any other lawsuit against Taconic or its related persons about the claims or issues in this Lawsuit, and you will be bound by the Settlement. For your convenience, the Release, which necessarily is drafted in legal-sounding language, is attached as Exhibit 1 to this Notice.

7. How much will the Class Representatives receive?

The Class Representatives will receive their portion of the Settlement as Class Members and a separate settlement payment of up to \$4,000.00 each for having pursued this action. Any such award is subject to Court approval.

8. Do I have a lawyer in this case?

Yes. To represent the class, the Court has appointed April M. Dalbec, Jacob F. Lamme, and Scott C. Paton of McNamee Lochner P.C. and Hadley Matarazzo and Kathryn Lee Bruns of Faraci Lange, LLC as “Class Counsel.”

For litigating the case and negotiating the Settlement, Class Counsel will request from the Court an award of attorneys’ fees not to exceed \$410,000.00 inclusive of costs and expenses. None of the sums awarded for fees, costs, and expenses will reduce the sums available to be paid to Class Members. Any awards of attorneys’ fees, costs, or expenses are subject to Court approval. You may hire your own attorney, but only at your own expense.

9. I don't want to be part of this case. How do I ask to be excluded?

If you don't want a payment from this Settlement, but you want to keep the right to individually sue Taconic about the issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself, or "opting out" of, the Settlement Class. To exclude yourself, you must send a letter by mail that (i) states the Class Member's full name, address, and telephone number, (ii) contains the Class Member's signature or the signature of the person authorized by law to sign on behalf of the Class Member, and (iii) states unequivocally that the Class Member's intent is to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

You must mail your exclusion request postmarked no later than **May 9, 2019**, to Taconic Claims Administrator, P.O. Box 3669 Portland, OR 97208-3669.

10. How do I object?

Any Settlement Class Member who has not requested to be excluded from the Settlement Class may object to the Settlement. In order to exercise this right, you must submit your objection to the Court and to the Claims Administrator. Your objection must (i) set forth your full name, current address, telephone number, and email address (if any); (ii) contain your original signature; (iii) set forth information identifying you as a member of the Settlement Class, including proof that you are a member of the Settlement Class; (iv) set forth a statement of all grounds for your objection, including any legal support you believe applicable; (v) identify all counsel representing you; (vi) state whether you and/or your counsel will appear at the Final Approval Hearing; (vii) contain the signature of your duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; (viii) include a list, including case name, court, and docket number, of all other cases in which you and/or your counsel have filed an objection to any proposed class action settlement in the past three (3) years; and (ix) provide copies of any documents that you wish to submit in support of your position.

Objections must be filed with the Clerk of the Court and mailed or hand delivered concurrently to Class Counsel and Taconic Counsel on or before **June 10, 2019**.

The Court's address is:
Clerk of the Court
New York State Supreme Court, Rensselaer County
80 Second Street
Troy, NY 12180

Class Counsel's address is:
Jacob F. Lamme
MCNAMEE LOCHNER, P.C.
677 Broadway, Suite 500
Albany, NY 12207

Taconic Counsel's address is:
David M. McMillan
BAKER & HOSTETLER, LLP
45 Rockefeller Plaza
New York, NY 10111

Final Approval and Fairness Hearing

The Court will hold a final approval and fairness hearing on **July 15, 2019**, at New York State Supreme Court, Rensselaer County, 80 Second Street Troy, NY 12180. The purpose of the hearing will be for the Court to determine whether the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Class and to rule on applications for compensation for Class Counsel and an incentive awards for the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed Settlement.

YOU ARE **NOT** REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT. The hearing may be postponed to a later date without notice.

FOR MORE INFORMATION

Additional information and documents, including case documents, are available at www.TaconicBiosciencesSettlement.com, or you can contact Class Counsel with questions at:

April M. Dalbec, Esq.
Jacob F. Lamme, Esq.
Scott C. Paton, Esq.
MCNAMEE LOCHNER PC
677 Broadway, Suite 500
Albany, NY 12207
Tel: (518) 447-3200

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Tel: (303) 861-0600

**PLEASE DO NOT CALL THE COURT, THE JUDGE, OR THE DEFENDANT WITH
QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**

EXHIBIT 1
THE SETTLEMENT RELEASE

1. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim may be pursued against Taconic or the Related Entities with respect to the Released Claims.

2. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims is asserted.

3. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the "Releasing Persons"), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of the Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set forth in the preceding sentence (the "Release") shall be included as part of any judgment, so that all Released Claims shall be barred by principles of *res judicata*, collateral estoppel, and claim and issue preclusion.

4. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys' fees, costs, and expenses incurred by Settlement Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement, the administration of such Settlement and/or the Released Claims as well as any and all claims for the Incentive Award to Plaintiff.

5. With respect to all Released Claims, Plaintiffs and each of the other Settlement Class Members agree that, upon the Effective Date, Plaintiffs expressly shall have, and each Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, waived and relinquished to the fullest extent permitted by law (a) the provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR" and (b) the provisions, rights, and benefits conferred by any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, that is similar, comparable, or equivalent to Section 1542 of the California Civil Code, including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which the Release is a part.

6. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by this Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Action or this Settlement.

7. As of the Effective Date, the Released Persons are deemed, by operation of the entry of the Final Order and Judgment, to have fully released and forever discharged Plaintiffs, the Settlement Class Members, Settlement Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Action or the Settlement. Any other claims or defenses Taconic or other Released Persons may have against Plaintiffs, the Settlement Class Members, Settlement Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims are not released, are specifically preserved and shall not be affected by the preceding sentence.

8. As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Action, including any claims arising out of the investigation, defense, or Settlement of the Action.

9. Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.