

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between William Geiger and Denise Gallagher (“Plaintiffs”), by and through Settlement Class Counsel (as defined below), and Defendant Disability Rights Wisconsin, Inc., (“Defendant”) in relation to the following matter: *William Geiger et al v. Disability Rights Wisconsin, Inc.*, No. 24-CV-002072 (Dane County Circuit Court) (defined below as the “Lawsuit”). This Settlement Agreement is intended by Plaintiffs and Defendant (collectively referred to as the “Parties”) to resolve, discharge, dismiss, and settle all the Released Claims, as defined below, upon and subject to the terms and conditions hereof, and subject to the Court’s approval fully, finally, and forever.

RECITALS

WHEREAS, Plaintiffs allege that sometime in October 2023, Defendant experienced a Data Incident (the “Data Breach”). Plaintiffs allege that the Data Breach exposed the personally identifiable information (“PII”) and protected health information (“PHI”) of Defendant’s clients. On or around June 21, 2024, Defendant began notifying Plaintiffs and the Settlement Class about the Data Incident.

WHEREAS, on July 09, 2024, Plaintiff William Geiger, individually and on behalf of a putative class, filed an action against Defendant in the Dane County Circuit Court of the State of Wisconsin.

WHEREAS, on July 15, 2024, Plaintiff Denise Gallagher, individually and on behalf of a putative class, filed an action against Defendant in the Dane County Circuit Court of the State of Wisconsin.

WHEREAS, on July 29, 2024, Settlement Class Counsel moved to consolidate *William Geiger v. Disability Rights Wisconsin, Inc.*, Case No. 2024CV002072, with *Denise Gallagher v. Disability Rights Wisconsin, Inc.*, Case No. 2024CV2130, and to appoint interim class counsel.

WHEREAS, on September 09, 2024, the Court granted Settlement Class Counsel’s motion to consolidate and appointed interim class counsel.

WHEREAS, on September 27, 2024, Settlement Class Counsel filed a Consolidated Class Action Complaint asserting claims for negligence, negligence *per se*, breach of implied contract, unjust enrichment, invasion of privacy, and for declaratory judgment under Wisconsin Statute § 806.04.

WHEREAS, on October 25, 2024, Defendant moved to dismiss Settlement Class Counsel’s Consolidated Class Action Complaint as to Counts II, III, IV, V, and VI;

WHEREAS, the parties fully briefed Defendant’s motion to dismiss and the Court issued an Order on March 11, 2025, granting Defendant’s motion to dismiss as to the claims of invasion of privacy (Count V) and declaratory judgment/injunctive relief (Count VI), and denying it as to all other counts;

WHEREAS, the Parties, desiring to avoid the time and expense of litigation, agreed to explore early resolution of the Lawsuit, scheduled a private mediation, and propounded informal discovery;

WHEREAS, the Parties participated in two separate mediation sessions on August 14 and September 16 with the Honorable Heather A. Welch (Ret.) of JAMS, and during the second session, the Parties reached an agreement on the principal terms of a settlement, subject to final mutual agreement on all necessary documentation;

WHEREAS, Defendant denies the allegations and causes of action pled in the Lawsuit and otherwise denies any liability to Plaintiffs in any way;¹

WHEREAS, following prolonged and extensive arm's length negotiations, the Parties reached an agreement on the essential terms of a settlement;

WHEREAS, this Settlement Agreement is for settlement purposes only, and nothing in this Settlement Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiffs in this Lawsuit or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Lawsuit or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Settlement Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Lawsuit and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

1. Definitions

As used in this Settlement Agreement and its exhibits, the following terms have the meanings specified below:

1.1. “*Claim Deadline*” means a date certain, which is to be set forth in the Notice and which shall be ninety (90) Days from the date Notice is mailed to Settlement Class Members.

1.2. “*Claim Form*” means the form, in substantially similar format to that attached as Exhibit C to this Settlement Agreement, which Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall require an actual or electronic sworn signature but shall not require a notarization or any other form of verification.

1.3. “*Complaint*” means the Consolidated Class Action Complaint filed by Plaintiffs in the Lawsuit.

1.4. “*Court*” means the Circuit Court of Dane County, Wisconsin.

¹ Defendant also filed an Answer and Affirmative Defense on March 25, 2025.

1.5. “*Costs of Settlement Administration*” means all actual costs associated with or arising from Settlement Administration, including but not limited to the costs of providing Notice under Section 5 of this Settlement Agreement. The Parties agree to select a mutually agreed upon third party that will serve as the Settlement Administrator and Notice provider for the Settlement. The Settlement Administrator’s fees and costs, including the costs of Notice, will be paid by or on behalf of Defendant separate from the Settlement Benefits.

1.6. “*Data Incident*” means the cybersecurity incident affecting Defendant which occurred on or around October 10, 2023, about which Defendant notified affected individuals on or about June 21, 2024, and which is the subject of the allegations and claims in the Lawsuit.

1.7. “*Days*” means calendar days, except, when computing any period of time prescribed or allowed by this Settlement Agreement, it does not include the day of the act, event, or default from which the designated period of time begins to run. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, include the last day of the period, unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

1.8. “*Defendant*” means Disability Rights Wisconsin, Inc.

1.9. “*Defendant’s Counsel*” means Laffey, Leitner & Goode LLC, and Hall, Booth, Smith, P.C.

1.10. “*Effective Date*” means the date defined in Paragraph 14.1 of this Settlement Agreement.

1.11. “*Final*” means that all of the following events have occurred: (a) the Settlement pursuant to this Settlement Agreement is finally approved by the Court; (b) the Court has entered the Final Order and Judgment; and (c) either (i) no appeal has been taken from the Final Order and Judgment as of the date on which all times to appeal or seek permission to appeal therefrom have expired, or (ii) if an appeal or other review proceeding of the Final Order and Judgment has been commenced, such appeal or other review is finally concluded and no longer is subject to further review by any court, whether by appeal, petitions, rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects. Notwithstanding the above, any order modifying or reversing any Service Award or award of attorneys’ fees or expenses shall not affect whether a judgment in this matter is Final or any other aspect of the judgment.

1.12. “*Final Approval Hearing*” means the hearing in the Lawsuit at which the Court considers final approval of this Settlement and the entry of the Final Order and Judgment.

1.13. “*Final Order and Judgment*” means the final judgment and order of dismissal with prejudice to be entered in the Lawsuit in connection with the approval of the Settlement after the Final Approval Hearing.

1.14. “*Lawsuit*” means the lawsuit, styled *William Geiger et al. v. Disability Rights Wisconsin, Inc.*, No. 24-CV-002072 (Dane County Circuit Court).

1.15. “*Notice*” means the written notice to be sent or published to Settlement Class Members pursuant to the Preliminary Approval Order, in substantially similar format to that attached as Exhibits A and B to this Settlement Agreement.

1.16. “*Notice Deadline*” means within thirty (30) Days of the entry of the Preliminary Approval Order, by which time the Settlement Administrator shall send the Notice in substantially similar format to that in Exhibit A to all Settlement Class Members whose addresses are known to Defendant.

1.17. “*Notice Program*” means the notice program described in Section 5.

1.18. “*Objection Deadline*” means the time period in which a Settlement Class Member may submit an Objection. The Parties will recommend to the Court that this period be the sixty (60) Day period beginning from the Notice Deadline, as further detailed in Paragraph 7.1.

1.19. “*Opt-Out Period*” means the time period during which a Settlement Class Member may submit an Opt-Out Request to opt out of the benefits available under the Settlement Agreement and also not be bound by the Settlement Agreement. The Parties will recommend to the Court that this period be the sixty (60) Day period beginning from the Notice Deadline, as further detailed in Paragraph 6.2.

1.20. “*Opt-Out Request*” means a written request that a Settlement Class Member may submit to the Settlement Administrator as detailed under Section 6 below if he or she wants to be excluded from the Settlement Class and not be bound by the Settlement Agreement, as further detailed in Paragraph 6.2.

1.21. “*Person*” means an individual.

1.22. “*Private Information*” or “*Personal Information*” shall mean any kind of information that identifies an individual or in combination with other information can be used to identify, locate, or contact an individual, including but not limited to names, treatment information, medical diagnosis information, provider name, Social Security numbers (“SSN”), health insurance identification numbers, financial account information, date of birth, and any other types of “Personally Identifiable Information” (or “PII”) or “Protected Health Information” (or “PHI”) collected or maintained by Defendant and potentially implicated in the Data Incident.

1.23. “*Plaintiffs*” means Plaintiffs William Geiger and Denise Gallagher.

1.24. “*Preliminary Approval Date*” means the date on which the Preliminary Approval Order has been entered by the Court.

1.25. “*Preliminary Approval Order*” means the order preliminarily approving the Settlement and providing for Notice to the Settlement Class, attached as Exhibit D to this Settlement Agreement.

1.26. “*Related Entities*” means (a) Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated entities; (b) each of Defendant’s respective predecessors, successors, directors, officers, shareholders, board members, principals, agents, attorneys,

insurers, and reinsurers; and (c) any Person related to any entity in section 1.28 who is, was, or could have been named as a defendant in the Lawsuit, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, or aiding or abetting the criminal activity associated with the Data Incident or who pleads *nolo contendere* to any such charge.

1.27. “*Released Claims*” means any and all past, present, and future liabilities, rights, claims, counterclaims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies of any form, kind, or description, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, relate to, concern, arise out of, are connected with, or are based upon the Data Incident, including, but not limited to, any claims or cause of action arising under or premised upon: (a) negligence; (b) negligence *per se*; (c) breach of confidence; (d) breach of implied contract; (e) unjust enrichment; (f) publicity given to private life; (g) any state or federal consumer protection statute; (h) misrepresentation (whether fraudulent, negligent, or innocent); (i) bailment; (j) wantonness; (k) any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, territory, county, city, or municipality, including but not limited to 15 U.S.C. § 45 *et seq.*, and all similar statutes in effect; (l) without limiting the foregoing, any violations of any state data privacy or data security statutes and the regulations promulgated under those statutes; (m) failure to provide adequate notice pursuant to any federal, state, or territory breach notification statute, regulation, or common law duty; (n) breach of fiduciary duty (o) breach of confidence; (p) invasion of privacy; (q) fraud; (r) any causes of action under 18 U.S.C. §§ 2701 *et seq.*, and all similar statutes in effect in any states in the United States as defined herein; and (s) Unknown Claims. Released Claims also includes, but is not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning, arising out of or in connection with (a) the exposure or accessibility of Private Information in the Data Incident, or (b), conduct that was alleged or could have been alleged in the Lawsuit.

1.28. “*Released Persons*” means Defendant Disability Rights Wisconsin, Inc., the Related Entities, and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, assigns, owners, directors, shareholders, members, officers, board members, principals, agents, representatives, attorneys, insurers, and reinsurers.

1.29. “*Service Award*” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in the Lawsuit.

1.30. “*Settlement*” means the settlement of the Lawsuit upon the terms and conditions set forth in this Settlement Agreement.

1.31. “*Settlement Administration*” means providing Notice of the Settlement to Settlement Class Members and governmental entities, if any, required to be provided Notice, the

processing of claims, requests for exclusions, and objections, and payment of Valid Claims received from Settlement Class Members by the Settlement Administrator.

1.32. “*Settlement Administrator*” means Atticus Administration, LLC, a third party experienced in administering class action claims generally and specifically those of the type provided for and made in Lawsuit, if jointly agreed upon by the parties and approved by the Court.

1.33. “*Settlement Agreement*” means this Settlement Agreement, including all exhibits hereto.

1.34. “*Settlement Benefits*” means (a) Monetary Compensation for losses described in Paragraph 3.3 (Claims for Attested Costs and Documented Out of Pocket Extraordinary Expenses); and (b) the opportunity to enroll in two years of credit monitoring as described in Paragraph 3.4.

1.35. “*Settlement: Claims Made*” means Settlement is structured as a claims-made settlement. Defendant’s total monetary obligation for payments to Settlement Class Members will depend on the number and type of Valid Claims submitted. There is no aggregate cap or fixed fund limiting the total amount payable to Settlement Class Members who submit Valid Claims. Defendant shall separately pay (i) the Costs of Settlement Administration (including Notice), (ii) any Court-approved attorneys’ fees and expenses, (iii) any Court-approved Service Awards to Plaintiffs, and (iv) the costs of providing the credit-monitoring services described in Paragraph 3.4. These payments shall not reduce or otherwise affect the amount available to Settlement Class Members through the claims process.

1.36. “*Settlement Class*” means: All individuals residing in the United States whose Private Information was affected by the data breach discovered by Defendant that occurred in or around October 2023. Excluded from the Settlement Class are: (i) Defendant; (ii) the Related Entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) 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 Data Incident or who pleads nolo contendere to any such charge. Defendant represents that the Class contains a total of approximately 19,150 individuals.

1.37. “*Settlement Class Counsel*” shall mean Philip J. Krzeski of Chestnut Cambronne PA and Alex Phillips of Strauss Borrelli PLLC.

1.38. “*Settlement Class Members*” means all persons who fall within the definition of the Settlement Class.

1.39. “*Settlement Class Representatives*” means Plaintiffs William Geiger and Denise Gallagher (collectively “Plaintiffs”).

1.40. “*Settlement Website*” means a dedicated website created and maintained by the Settlement Administrator, with a URL to be agreed upon by the Parties, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, Notice, and Claim Form, among other things.

1.41. “*United States*” includes all fifty (50) states, the District of Columbia, and all territories.

1.42. “*Unknown Claims*” means any of the Released Claims that any Settlement Class Member, including Class Representatives, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement agreement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Class Representatives intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived, compromised, and released any Unknown Claims and the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members, including Class Representatives, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Class Representatives expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a material element of the Settlement Agreement of which this release is a part.

1.43. “*Valid Claims*” means Claims submitted on Claim Forms by the Claim Deadline that are approved by the Settlement Administrator or found to be valid through the Claims processing and/or dispute resolution process described in this Settlement Agreement.

2. Class Certification

2.1. Promptly after execution of the Settlement Agreement, Class Counsel will ask the Court to issue an order certifying the Settlement Class for settlement purposes only. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Defendant agrees not to object to this request but does so without waiving its right to contest certification or the merits of the Lawsuit if the Settlement does not receive final approval or the Effective Date

does not occur.

2.2. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Defendant agrees not to object to the position that Plaintiffs are adequate representatives of the Settlement Class, and that Settlement Class Counsel is adequate counsel for the Settlement Class.

2.3. If the Settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, shall be vacated, and the Lawsuit shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Party's position on the issue of class certification or any other issue. The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

3. Settlement Benefits

3.1. Subject to the terms of this Settlement Agreement, Settlement Class Members who submit Valid Claims for monetary benefits can make claims for the following Settlement Benefits.

3.2.

3.3. Monetary Compensation. Settlement Class Members who submit Valid Claims may recover Attestation Losses, capped at four (4) hours for a maximum of \$85 per claimant, or Documented Out-of-Pocket Extraordinary Expenses ("Extraordinary Expenses"). All Claims for Monetary Compensation will be subject to review by the Settlement Administrator for completeness and plausibility.

- a) Attestation Losses. Settlement Class Members may submit a Claim for payment of Attested Losses related to the time spent addressing issues arising from the Data Breach. Such losses are capped at four (4) hours per individual claimant, reimbursed at a rate of \$21.25 per hour, for a maximum payment of \$85.00 per claimant.
- b) Extraordinary Expenses: Defendant will reimburse Documented Out-of-Pocket Extraordinary Expenses ("Extraordinary Expenses") incurred as a result of the Data Incident, up to a maximum of \$2,000.00 per person, upon submission of reasonable third-party documentation. Documented Extraordinary Expenses include, without limitation and by way of example: (a) monetary losses from fraud or identity theft; (b) professional fees, including attorneys' fees, accountants' fees, and fees for credit-repair services; (c) costs associated with freezing or unfreezing credit with any credit reporting agency; (d) credit-monitoring costs incurred on or after the mailing of the Notice of Data Incident through the date of claim submission; and (e) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges

3.4. Credit Monitoring: Settlement Class Members shall be offered an opportunity to enroll in two years of single bureau credit monitoring that includes at least \$1 million in identity

theft protection and fraud insurance.

3.5. Claims Period. The Parties agree that the deadline for submitting claims shall be ninety (90) days from the date Notice is mailed to the Settlement Class Members.

3.6. The Settlement Administrator will provide information to Settlement Class Counsel and Defendant's Counsel regarding Valid Claims, including the claimant's name and other relevant information and all documentation to substantiate the claim upon request. Settlement Class Counsel and Defendant's Counsel shall have up to ten (10) business Days after being provided this information to dispute any Valid Claim.

3.7. If a Settlement Class Member disputes in writing a claim determination related to a claim under Paragraph 3.3 or 3.4 and requests an appeal, the Parties will meet and confer on the appeal. If the Parties are unable to reach an agreement, the parties will agree on a Claims Referee to make a final and binding determination regarding the disputed claim by a Settlement Class Member. If the Claims Referee becomes unavailable, the Parties may agree upon a substitute Claims Referee. If for any reason the Parties are unable to agree on a Claims Referee, the Court may appoint a Claims Referee.

4. Settlement Administration

4.1. All Costs of Settlement Administration will be paid by or on behalf of Defendant.

4.2. The Parties have agreed to request that the Court appoint Atticus Administration, LLC as Settlement Administrator. Once approved by the Court, the Settlement Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require.

4.3. The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and any orders of the Court. The Settlement Administrator may request the assistance of the Parties to facilitate providing Notice and to accomplish such other purposes as may be approved by Defendant's Counsel and Settlement Class Counsel. The Parties shall reasonably cooperate with such requests.

4.4. The Settlement Administrator will administer and update the Settlement Website in accordance with the terms of this Settlement Agreement. Settlement Class Counsel and Defendant's Counsel shall agree on all information and documents to be posted on the Settlement Website.

4.5. The Settlement Administrator will conduct Settlement Administration in accordance with the terms of the Settlement Agreement, and any additional processes agreed to by Settlement Class Counsel and Defendant's Counsel, and subject to the Court's supervision and direction as circumstances may require.

4.6. To make a claim for Settlement Benefits, a Settlement Class Member must complete and submit a Claim Form by the Claim Deadline. Claim Forms shall be submitted by U.S. mail or electronically through the Settlement Website and must be postmarked or submitted no later than the Claim Deadline.

4.7. The Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted, for timeliness, completeness, and validity and decide as to whether the Claim is a Valid Claim.

4.8. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all third-party documentation (except for Credit Monitoring) or information needed to complete the Claim Form, including any documentation required to support claims for Monetary Compensation under Paragraph 3.3 above; and (3) when applicable, the information submitted could lead a reasonable person to conclude that the claimant is eligible for the category and/or amount for which a claim is submitted. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information as the Settlement Administrator may reasonably require in order to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed losses, available insurance or other sources of reimbursement, the status of any claims made for insurance benefits or other reimbursement, and claims previously made for identity theft and the resolution thereof.

4.9. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed. Claim Forms and supporting documentation may be provided to the Court upon request and to Settlement Class Counsel and/or Defendant's Counsel to the extent requested or necessary to resolve disputes. Defendant or the Settlement Administrator will provide other reports or information as requested by the Court.

4.10. Subject to the terms and conditions of this Settlement Agreement, Defendant shall transmit any Monetary Compensation deemed due to Settlement Class Members to the Settlement Administrator, and the Settlement Administrator shall mail or otherwise provide payment for Valid Claims within sixty (60) Days of the Effective Date, or within sixty (60) Days of the date that the Settlement Administrator determines a claim is a Valid Claim, whichever is later.

4.11. Payment for Valid Claims shall be mailed or otherwise sent to the Settlement Class Member in the manner indicated on his or her Claim Form.

4.12. Any checks issued under this section shall be void if not negotiated within ninety (90) Days of their date of issue and shall bear the language: "This check must be cashed within 90 days, after which time it is void." Checks issued pursuant to this section that are not negotiated within ninety (90) Days of their date of issue shall not be reissued. If a Settlement Class Member fails to cash a check issued under this section before it becomes void, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief available under the Settlement shall be extinguished, and Defendant shall have no obligation to make payments or cause payments to be made to the Settlement Class Member for compensation or loss reimbursement under Paragraph 3.3, to provide Credit Monitoring under Paragraph 3.4, or to make any other type of monetary relief to the Settlement Class Member. Such Settlement Class Member remains bound by all terms of the Settlement Agreement.

4.13. Settlement Benefits provided by Defendant pursuant to this Agreement will not be

subject to any non-claim statutes or any possible rights of forfeiture or escheat. All monies that might be paid are not vested, contingently due, or otherwise monies in which a Settlement Class Member has an enforceable right and shall remain the property of Defendant until all conditions for payment have been met. No interest shall accrue or be payable in connection with any payment due under this Settlement Agreement.

4.14. Information submitted by Settlement Class Members in connection with submitted claims for benefits under this Settlement Agreement shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

5. Notice to Settlement Class Members

5.1. The Parties agree that the following Notice Program provides reasonable notice to the Settlement Class.

5.2. Notice shall be provided to Settlement Class Members via: (1) direct notice; and (2) notice on the Settlement Website.

5.3. Within ten (10) Days of the entry of the Preliminary Approval Order and engagement of a Settlement Administrator, Defendant shall provide the Settlement Administrator with the names and mailing addresses of the Settlement Class Members whose mailing addresses are known to Defendant. The Settlement Administrator shall, by using the National Change of Address ("NCOA") database maintained by the United States Postal Service ("Postal Service"), obtain updates, if any, to the mailing addresses.

5.4. Within thirty (30) Days of the entry of the Preliminary Approval Order (the "Notice Deadline"), the Settlement Administrator shall send the Notice in Exhibit A to all Settlement Class Members whose addresses are known to Defendant by first-class U.S. mail.

5.5. If any Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Where the undeliverable Notice is returned without a forwarding address, the Settlement Administrator shall make reasonable efforts to ascertain the correct address of the Settlement Class Member whose Notice was returned undeliverable and re-mail the Notice. Other than as set forth in the preceding sentence, neither the Parties nor the Settlement Administrator shall have any obligation to re-mail a Notice to a Settlement Class Member.

5.6. The Notice mailed to Settlement Class Members will consist of a short form notice in a form substantially similar to that attached hereto as Exhibit A ("Short Form Notice"), including a QR code linking to the Claim Form. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court.

5.7. No later than thirty (30) Days following entry of the Preliminary Approval Order

and engagement of a Settlement Administrator, and prior to the mailing of the Notice to Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the Complaint, the Short Form Notice, the long form notice (substantially similar to that attached hereto as Exhibit B, "Long Form Notice"), and the Claim Form (in a form substantially similar to that attached hereto as Exhibit C), as approved by the Court, as well as this Settlement Agreement, to be made available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Settlement Class Counsel and Defendant's Counsel, which approval shall not be unreasonably withheld. The Settlement Website address and the fact that the Long Form Notice and a Claim Form are available through the Settlement Website shall be included in the Notice mailed to Settlement Class Members.

5.8. The Settlement Website shall be maintained and updated until thirty (30) Days after Final Order and Judgment.

5.9. Claim Forms shall be returned or submitted to the Settlement Administrator via U.S. mail or submitted through the Settlement Website by the Claim Deadline set by the Court or be forever barred.

5.10. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Settlement Class Counsel and Defendant's Counsel an appropriate affidavit or declaration, to be filed with the Court, that speaks to its compliance with the Court-approved Notice Program.

5.11. Defendant shall pay or cause to be paid the entirety of the Costs of Settlement Administration in accordance with the Preliminary Approval Order and this Settlement Agreement.

6. Opt-Out Procedure

6.1. Each Settlement Class Member shall have the right to opt out and not participate in the Settlement Agreement, as provided for in the Preliminary Approval Order.

6.2. The Notice shall inform each Settlement Class Member of his or her right to request exclusion from the Settlement Class and to not be bound by this Settlement Agreement, if, within such time as is ordered by the Court, the Settlement Class Member personally signs and timely submits, completes, and mails a request for exclusion to the Settlement Administrator at the address set forth in the Notice.

6.3. The Parties will recommend to the Court that the Opt-Out Period be the sixty (60) day period beginning upon the Notice Deadline.

6.4. For a Settlement Class Member's Opt-Out Request to be valid, it must: (a) state his or her full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right, such as those in the Lawsuit); (c) clearly manifest the Settlement Class Member's intent to be excluded from the Settlement Class, to be excluded from the Settlement, to not participate in the Settlement, and/or to waive all rights to the

benefits of the Settlement; and (d) be postmarked no later than the final date of the Opt-Out Period. The Settlement Administrator shall promptly inform Settlement Class Counsel and Defendant's Counsel of any Opt-Out Requests.

6.5. All Settlement Class Members who submit timely and valid Opt-Out Requests in the manner set forth in Paragraph 6.4, referred to herein as "Opt-Outs," shall receive no benefits or compensation under this Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to opt out from the Settlement Class in the manner set forth in Paragraph 6.4, shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

6.6. An Opt-Out Request or other request for exclusion that does not fully comply with the requirements set forth in Paragraph 6.4, or that is sent to an address other than that set forth in the Notice, shall be invalid, and the person submitting such request shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and any judgment entered thereon.

6.7. No person shall purport to exercise any exclusion rights of any other person, or purport: (a) to opt out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported mass or class opt-out shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Opt-Out Requests shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Opt-Out Request.

6.8. Within fourteen (14) Days after the last Day of the Opt-Out Period, the Settlement Administrator shall furnish to Settlement Class Counsel and to Defendant's Counsel a complete list of all valid Opt-Out Requests (the "Opt-Out List").

7. Objections

7.1. Any Settlement Class Member who wishes to object to the Settlement Agreement must submit a timely and valid written notice of his or her objection ("Objection") by the Objection Deadline. Such notice shall: (i) state the objecting Settlement Class Member's full name, current address, telephone number, and email address (if any); (ii) contain the objecting Settlement Class Member's original signature; (iii) set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); (iv) set forth a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable; (v) identify all counsel representing the objector; (vi) state whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and; (vii) contain the signature of the objector's duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

7.2. To be timely, an Objection must be in the proper form, filed with the Clerk of Court, and mailed or hand-delivered concurrently to Settlement Class Counsel and Defendant's Counsel at the addresses set forth in the Long Form Notice or in Paragraph 9.1 below, no later than the Objection Deadline. The deadline for filing Objections shall be included in the Notice.

7.3. An objector is not required to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file with the Court, and mail or hand-deliver to Settlement Class Counsel and Defendant's Counsel, a notice of appearance no later than sixty (60) Days after the Notice Deadline.

7.4. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the notice of appearance filed with the Court must also identify the attorney(s) representing the objector who will appear at the Final Approval Hearing and include each such attorney's name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated state bar numbers, and a list identifying all objections such counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney.

7.5. If the objecting Settlement Class Member intends to request permission from the Court to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide Settlement Class Counsel and Defendant's Counsel a list of any such witnesses together with a brief summary of each witness's expected testimony at least thirty (30) Days before the Final Approval Hearing.

7.6. Any Settlement Class Member who fails to comply in full with the requirements for objecting set forth in this Settlement Agreement, the Notice, and any applicable orders of the Court shall forever waive and forfeit any and all rights he or she may have to raise any Objection to the Settlement Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Section. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Order and Judgment approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Wisconsin Rules of Civil Procedure and not through a collateral attack. Any objecting Settlement Class Member who appeals final approval of the Settlement Agreement will be required to post an appeal bond.

8. Attorneys' Fees, Costs, and Service Awards

8.1. Plaintiffs will move the Court for approval of Service Awards, in an amount not to exceed Three Thousand Dollars (\$3,000.00) each, to be paid to the Plaintiffs in recognition of their efforts in the Lawsuit, their participation in pre-consolidation litigation, and their commitment on behalf of the Settlement Class. If approved by the Court, Defendant will pay or cause to be paid the Service Awards to an account established by Settlement Class Counsel no later than twenty-

one (21) Days after the Effective Date. The Service Awards will be paid by or on behalf of Defendant separate and apart from any other sums agreed to under this Settlement Agreement.

8.2. Plaintiffs will move the Court for an award of attorneys' fees and costs to Settlement Class Counsel in an amount not to exceed Two Hundred Five Thousand Dollars (\$205,000.00). If approved by the Court, Settlement Class Counsel will provide Defendant with all appropriate documentation required under applicable law, including, without limitation, an appropriately completed Internal Revenue Service Form W-9, and Defendant will pay or cause to be paid the Court-approved amount for attorneys' fees and costs to an account established by Settlement Class Counsel no later than twenty-one (21) Days after the Effective Date. The attorneys' fees and costs will be paid by or on behalf of Defendant separate and apart from any other sums agreed to under this Settlement Agreement.

8.3. Settlement Class Counsel will file the applications with the Court for the Service Award and attorneys' fees and expenses no later than fourteen (14) Days prior to Objection Deadline and end of the Opt-Out Period, unless otherwise ordered by the Court.

8.4. The Parties agree that Defendant will not in any event or circumstance be required to pay or cause to be paid any amounts to Plaintiffs or Settlement Class Counsel for Service Awards or attorneys' fees and costs in excess of the amounts identified above in Paragraphs 8.1 and 8.2.

8.5. The Parties agree that the Court's approval or denial of any request for Service Awards and/or attorneys' fees and costs are not conditions to this Settlement Agreement. The Parties further agree that the amount(s) of Service Awards and of any award of attorneys' fees or costs are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No order of the Court or modification, reversal, or appeal of any order of the Court, concerning the amount of Service Awards or any attorneys' fees or costs, ordered by the Court to be paid to Settlement Class Counsel or Plaintiffs, shall affect whether the Final Order and Judgment is Final, cancel, or terminate this Settlement Agreement, or constitute grounds for cancellation or termination of this Settlement Agreement.

9. Notices

9.1. All notices (other than the Notice) required by the Settlement Agreement shall be made in writing **and** communicated by mail or hand delivery to the following addresses:

All notices to Settlement Class Counsel or Plaintiffs shall be sent to:

Philip J. Krzeski
pkrzeski@chestnutcambronne.com
CHESTNUT CAMBRONNE PA
100 Washington Ave. S., Suite 1700
Minneapolis, Minnesota 55401

Alex Phillips
aphillips@straussborrelli.com

STRAUSS BORRELLI PLLC
980 N Michigan Avenue, Suite 1610
Chicago, Illinois 60611

All notices to Defendant's Counsel or Defendant shall be sent to:

Mark M. Leitner
mleitner@llgmke.com
LAFHEY, LEITNER & GOODE LLC
325 E. Chicago Street, Suite 200
Milwaukee, WI 53202

Richard N. Sheinis
rsheinis@hallboothsmith.com
HALL BOOTH SMITH, P.C.
11215 N. Community House Rd., STE 750
Charlotte, NC 28277

9.2. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, Objections, Opt-Out Requests, or other documents, communications, or filings received as a result of the Notice.

10. Settlement Approval Process

10.1. As soon as practicable after execution of this Settlement Agreement, the Parties shall jointly submit this Settlement Agreement to the Court and file a motion for preliminary approval of the Settlement, requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit D, or an order substantially similar to such form, which:

- a) Preliminarily approves this Settlement Agreement;
- b) Certifies the Settlement Class for settlement purposes only pursuant to Section 2;
- c) Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to Settlement Class Members;
- d) Appoints the Settlement Administrator in accordance with the provisions *supra*;
- e) Approves the Notice Program and directs the Settlement Administrator to provide Notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;
- f) Approves a customary form of Short Form Notice to be mailed to Settlement Class Members in a form substantially similar to the one attached hereto as Exhibit A and a customary Long Form Notice in a form substantially similar to the one

attached hereto as Exhibit B, which together shall include a fair summary of the Parties' respective litigation positions, the general terms of the Settlement set forth in this Settlement Agreement, instructions for how to opt out of or object to the Settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time, and place of the Final Approval Hearing;

g) Approves a Claim Form substantially similar to that attached hereto as Exhibit C, and directs the Settlement Administrator to conduct Settlement Administration in accordance with the provisions of this Settlement Agreement;

h) Approves the opt-out and objection procedures as outlined in this Settlement Agreement;

i) Schedules a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court;

j) Appoints Settlement Class Counsel;

k) Appoints Plaintiffs as the Settlement Class Representatives; and

l) Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

11. Final Approval Hearing

11.1. Settlement Class Counsel and Defendant's Counsel shall request that after Notice is completed, the Court will hold a Final Approval Hearing and grant final approval of the Settlement set forth herein. The Parties will recommend that the Final Approval Hearing be scheduled no earlier than one-hundred and twenty (120) Days after the entry of the Preliminary Approval Order.

11.2. Plaintiffs will file with the Court their brief in support of final approval, attorneys' fees and costs and Service Awards no later than fourteen (14) Days before the Final Approval Hearing, or as directed by the Court.

11.3. The Parties shall ask the Court to enter a Final Order and Judgment in a form substantially similar to the one attached hereto as Exhibit E.

11.4. If and when the Final Order and Judgment becomes Final, the Lawsuit shall be dismissed with prejudice, with the Parties to bear their own attorneys' fees, costs, and expenses not otherwise provided in accordance with this Settlement Agreement.

12. Termination

12.1. Each Party shall have the right to terminate this Settlement Agreement if:

a) The Court denies preliminary approval of this Settlement Agreement (or

grants preliminary approval through an order that is not substantially similar in form and substance to Exhibit D attached hereto);

b) The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs in substance from Exhibit E attached hereto); or

c) The Final Order and Judgment does not become Final because a higher court reverses final approval by the Court.

12.2. If 5% or more Settlement Class Members opt out of the Settlement Class, then Defendant will have thirty (30) days to determine in its sole discretion whether to withdraw from the Settlement and terminate the Settlement Agreement.

12.3. If a Party elects to terminate this Settlement Agreement under (this) Section 12, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or email within ten (10) Days of the Party learning of the occurrence of the condition permitting termination.

12.4. Nothing shall prevent Plaintiffs or Defendant from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement. In the event such appellate proceedings result, by order of the appellate court or by an order after remand or a combination thereof, in the entry of an order(s) whereby the Settlement is approved in a manner substantially consistent with the substantive terms and intent of this Settlement Agreement, and dismissing all claims in the Lawsuit with prejudice, and otherwise meeting the substantive criteria of this Settlement Agreement for approval of the Settlement, such order shall be treated as a Final Order and Judgment.

12.5. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Lawsuit or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*; (iii) Defendant shall be responsible for all Costs of Settlement Administration incurred prior to the termination or disapproval; (iv) all Parties shall be deemed to have reverted to their respective positions and status in the Lawsuit as of the date this Settlement Agreement was executed and shall jointly request that a new case schedule be entered by the Court; and (v) Defendant shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement, other than as stated in Sub-Part (iii) above.

13. Release

13.1. 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 Defendant or any Released Persons with respect to the Released Claims.

13.2. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, 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 are asserted.

13.3. 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 Final Order and 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.

13.4. 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 Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for Service Awards to Plaintiffs.

13.5. 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 Lawsuit or this Settlement.

13.6. 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 Lawsuit or the Settlement. Any other claims or defenses Defendant 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 Lawsuit or the Released Claims are not released, are specifically preserved and shall not be affected by the preceding sentence.

13.7. 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 Lawsuit, including any claims arising out of the investigation, defense, or Settlement of the Lawsuit.

13.8. 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.

14. Effective Date

14.1. The “Effective Date” of this Settlement Agreement shall be one (1) Day after the date when each and all of the following conditions have occurred:

- a) This Settlement Agreement has been fully executed by all Parties and their counsel;
- b) Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, all as provided above;
- c) The Court-approved Notice has been sent, and the Settlement Website has been duly created and maintained as ordered by the Court;
- d) The Court has entered a Final Order and Judgment finally approving this Settlement Agreement, as provided above;
- e) The Final Order and Judgment has become Final; and
- f) The time for any appeal of the Final Order and Judgment has expired.

15. Miscellaneous Provisions

15.1. The recitals and exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

15.2. The Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

15.3. This Settlement Agreement is for settlement purposes only. No provision contained in this Settlement Agreement or any action taken hereunder shall constitute or be construed as an admission of the merit or validity of any claim or any fact alleged in the Lawsuit or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant or the Released Persons or any admission by Defendant or the Released Persons with respect to any claim or allegation made in any action or proceeding or any concession as to the merit of any of the claims asserted by Plaintiffs in the Lawsuit. This Settlement Agreement shall not be offered or be admissible in evidence against either Party or the Released Persons or cited or referred to in any

action or proceeding, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Defendant or the Released Persons that Plaintiff's claims or any similar claims are suitable for class treatment outside of this Settlement.

15.4. No tax advice has been offered or given by the parties, their attorneys, their agents, or any other representatives. All Settlement Class Members are responsible for any tax obligations or consequences that might arise from the Settlement Agreement or receipt of Settlement Benefits, including any federal, state, and local income taxes that may be due on any payments made to them and any other benefit they receive under this Settlement Agreement. Under no circumstances shall Defendant or any of the Released Parties have any liability for taxes or tax expenses under the Settlement Agreement or the Settlement.

15.5. In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing such agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement in order to give this Settlement Agreement full force and effect.

15.6. No Person shall have any claim against Plaintiffs, Settlement Class Counsel, Defendant, Defendant's Counsel, the Settlement Administrator, the Released Persons, or their agents based on administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any court order.

15.7. This Settlement Agreement constitutes the entire agreement between the Parties with respect to the settlement of the Lawsuit. This Settlement Agreement supersedes all prior negotiations and agreements with respect to the settlement of the Lawsuit and may not be modified or amended, except by a writing signed by or on behalf of the Parties or their respective successors-in-interest. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on, except as expressly set forth in this Settlement Agreement.

15.8. There shall be no waiver of any term or condition absent an express writing to that effect by the waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

15.9. In the event a third party, such as a bankruptcy trustee, former spouse, or other third party, has or claims to have a claim against any payment made or to be made to a Settlement Class Member, it is the sole responsibility of the Settlement Class Member to transmit the funds to such third party in satisfaction of such claims.

15.10. The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Lawsuit. The Settlement compromises and releases

claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the Settlement was negotiated in good faith by the Parties and was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Lawsuit was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Lawsuit, except as set forth herein.

15.11. This Settlement Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties. The Parties recognize that because the arm's-length negotiations resulted in the Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

15.12. The Court shall retain jurisdiction, after entry of the Final Order and Judgment, with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court for purposes of the implementation and enforcement of the Settlement embodied in this Settlement Agreement and any dispute with respect thereto.

15.13. This Settlement Agreement shall be interpreted, construed, and applied under and governed by the laws of Wisconsin without regard to its choice of law provisions.

15.14. In the event that any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision had never been a part of this Settlement Agreement, as long as the benefits to Defendant or the Settlement Class Members are not materially altered as the result of the invalid, illegal, or unenforceable provision.

15.15. This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

15.16. The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa), and the use of the masculine includes the feminine (and vice-versa).

15.17. All dollar amounts are in United States dollars (USD).


15.18. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

15.19. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her, or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature


or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

15.20. Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/  _____

Plaintiff William Geiger

/s/  _____

Plaintiff Denise Gallagher

/s/ *Jill M Jacklitz* _____

Defendant Disability Rights Wisconsin, Inc.

Dated: December 11, 2025

/s/ Richard N. Sheinis

Mark M. Leitner, State Bar No. 1009459
LAFFEY, LEITNER, & GOODE LLC
324 E. Chicago Street, Suite 200
Milwaukee, WI 53202
(414) 312-700
(414) 755-7089 (fax)
mleitner@llgmke.com

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HALL BOOTH SMITH, P.C.
11215 N. Community House Rd., STE 750
Charlotte, NC 28277
(980) 859-0380
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Counsel for Defendant

Dated: 12 / 08 / 2025

/s/ 

Jennifer Crancer, State Bar No. 1118726
Philip J. Krzeski, Pro Hac Vice
CHESTNUT CAMBRONNE PA
100 Washington Avenue South, Suite 1700
Minneapolis, MN 55401
(612) 339-7300
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980 N. Michigan Avenue, Suite 1610
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sam@straussborrelli.com

*Co-Lead Class Counsel for Plaintiffs and
Proposed Settlement Class*

— EXHIBIT A —

If you were mailed a Notice by Disability Rights Wisconsin, Inc. regarding a cybersecurity incident you may be eligible for compensation and identity theft protection.

William Geiger et al v. Disability Rights Wisconsin, Inc., No. 24-CV-002072
Dane County Circuit Court

The Dane County Circuit Court has authorized this Notice. It is not a solicitation from a lawyer. You are not being sued. Please read this Notice carefully.

A proposed class action Settlement has been reached with Disability Rights Wisconsin, Inc. ("Disability Rights" or "Defendant") arising out of a cybersecurity incident perpetrated against Disability Rights on or around October 10, 2023 ("Data Incident") which could have impacted your Private or Personal Information. Disability Rights denies all claims and says it did not do anything wrong.

Geiger v Disability Rights Wisconsin, Inc.
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

«ScanString»

Postal Service: Please do not mark barcode.
<<barcode>> - <<SEQ_ID>>

Claimant ID: «Claimant_ID»
«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

Who is Included? All individuals who were sent Notice by Disability Rights that their Private or Personal Information may have been impacted by the Data Incident.

The Settlement Benefits: Disability Rights has agreed to pay up to \$85.00 in Attestation Loses and up to \$2,000.00 in Extraordinary Expenses for Valid Claims. In addition, Disability Rights will also pay for the costs of credit monitoring services, notice and administration services, as well as any award for Attorneys' Fees, Costs, and Expenses and/or the Service Award approved by the Court. You may submit a Claim Form for the following Settlement benefits:

- **Attestation Losses:** Reimbursement of Attested Losses related to the time spent addressing issues arising from the Data Incident. Attestation Loses are to be reimbursed at a rate of \$21.25 per hour, not to exceed \$85.00 per Settlement Class Member.
- **Extraordinary Expenses:** Reimbursement for documented extraordinary out-of-pocket expenses, not to exceed \$2,000 per Settlement Class Member. Extraordinary Expenses include but are not limited to: (a) monetary losses from fraud or identity theft; (b) professional fees, including attorneys' fees, accountants' fees, and fees for credit-repair services; (c) costs associated with freezing or unfreezing credit with any credit reporting agency; (d) credit-monitoring costs incurred on or after the mailing of the Notice of Data Incident through the date of claim submission, over and above credit monitoring offered by Defendant in the notice of the Data Incident; and (e) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. The Defendant will decide on the validity of claims for Extraordinary Expenses. **Documentation is required** from Settlement Class Members.
- **Credit Monitoring:** Two (2) years of single credit bureau credit monitoring and at least \$1 million in identity theft insurance protections.

How To Get Benefits: You must complete and file a Claim Form online or by U.S. mail postmarked by <<Claim Deadline>>. Visit <<Settlement Website>> to submit your claim online or download a Claim Form to complete and return it by mail. Your unique ID <<Claimant ID>> is required to file a claim.

Your Other Options: If you stay in the Settlement, you will release any claims you may have against Disability Rights or the Released Parties related to the Data Incident, as more fully described in the Settlement Agreement which is available at <<Settlement Website>>. If you do not want to be legally bound by the Settlement, you must **exclude yourself** by <<Opt-Out Deadline>>. If you do not exclude yourself, you may still **object** to the Settlement by <<Objection Deadline>>. Visit <<Settlement Website>> for complete information on how to exclude yourself from or object to the Settlement.

The Final Approval Hearing: The Court will schedule a hearing, on a date to be determined, to consider whether to approve the Settlement, Service Award, attorneys' fees, costs and expenses, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check <<Settlement Website>> for updates.

Insert
QR
Code

— EXHIBIT B —

Notice of Proposed Class Action Settlement Disability Rights Wisconsin Data Incident

This is a Court-authorized Notice. This is not a solicitation from a lawyer.

- A proposed class action Settlement has been reached with Disability Rights Wisconsin, Inc. (“Disability Rights” or “Defendant”) arising out of a cybersecurity incident perpetrated against Disability Rights on or around October 10, 2023 (the “Data Incident”). As a result of the Data Incident, Private Information or Personal Information of Settlement Class Members may have been impacted. The case is known as *William Geiger v. Disability Rights Wisconsin, Inc.*, No. 24-CV-002072, in Dane County Circuit Court.
- If you were notified by Disability Rights that your Private or Personal Information may have been impacted by the Data Incident, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, Disability Rights has agreed to pay for Valid Claims submitted by Settlement Class Members. You may be eligible to receive up to \$85.00 in Attestation Losses and up to \$2,000.00 in Documented Out-of-Pocket Extraordinary Expenses. Disability Rights will also cover the cost of credit monitoring services, notice and administration services, as well as any award for attorneys’ fees and expenses and the Court-approved Service Awards for Plaintiffs.

Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM DEADLINE: <<CLAIM DEADLINE>>	Submitting a Claim Form is the only way that you can receive any of the Settlement Benefits, including credit monitoring, reimbursement of Attestation Losses, and reimbursement of Extraordinary Expenses. If you submit a Claim Form, you will give up the right to sue Disability Rights and the other Released Parties (as defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves.
EXCLUDE YOURSELF FROM THE SETTLEMENT DEADLINE: <<OPT-OUT DEADLINE>>	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Disability Rights or the other Released Parties, involving the claims this Settlement resolves and Unknown Claims. If you exclude yourself, you will give up the right to object to the Settlement, receive any Settlement benefits, compensation, or rights from this Settlement, or to participate in the Final Approval Hearing.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: <<OBJECTION DEADLINE>>	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. If you object, you may also file a Claim Form to receive Settlement benefits. If you exclude yourself from the Settlement, you cannot object to the Settlement.
GO TO THE FINAL APPROVAL HEARING ON A DATE TO BE DETERMINED	If you have not excluded yourself from the Settlement, you may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will not receive credit monitoring or any payment from the Settlement and you will give up your right to sue Disability Rights or the Released Parties about the legal claims this Settlement resolves.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.

- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement, and it becomes Final.

BASIC INFORMATION ABOUT THE SETTLEMENT

1. Why was this Notice issued?

The Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The case is known as *William Geiger et al v. Disability Rights Wisconsin, Inc.*, No. 24-CV-002072, in the Dane County Circuit Court (the “Lawsuit”). The individuals who filed this lawsuit, William Geiger and Denise Gallagher, are called the “Plaintiffs” and the company that was sued, Disability Rights Wisconsin, Inc. a/k/a Disability Rights, is called the “Defendant.”

2. What is this lawsuit about?

In October 2023, a cybersecurity incident was perpetrated against Disability Rights. As a result, the Private or Personal Information of approximately 19,150 individuals may have been impacted by the Data Incident. Private or Personal Information means certain personal information, including but not limited to, names, treatment information, medical diagnosis information, provider name, Social Security Numbers (“SSN”), health insurance identification numbers, financial account information, date of birth, and any other types of Personally Identifiable Information (or “PII”) or Protected Health Information (or “PHI”) collected or maintained by Defendant and potentially implicated in the Data Incident.

Plaintiffs brought this action together and on behalf of all persons whose Private or Personal Information, they alleged, was compromised and subject to unauthorized access and exfiltration, theft, or disclosure as a direct result of the cybersecurity attack on Disability Rights’ information system’s security, an event disclosed on or around June 21, 2024. The initial complaint was filed July 9, 2024, by Plaintiff William Geiger individually and on behalf of a putative class in Dane County Circuit Court. A subsequent complaint was filed on July 15, 2024, by Plaintiff Denise Gallagher individually and on behalf of a putative class. Settlement Class Counsel moved to consolidate complaints and appoint interim class counsel on July 29, 2024, which the Court granted on September 9, 2024. The Consolidated Class Action Complaint asserted claims of negligence, negligence *per se*, breach of implied contract, unjust enrichment, invasion of privacy, and declaratory judgment under Wisconsin Statute § 806.04.

3. Why is this a class action?

In a class action, one or more people sue on behalf of all people who have similar claims. Together, all of these people are called “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who exclude themselves from the Settlement Class. The Plaintiffs and Class Representatives in this case are William Geiger and Denise Gallagher.

4. Why is there a Settlement?

The Plaintiff and Defendant disagree over the legal claims alleged in this Lawsuit. The Lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiff or Defendant (collectively referred to as the “Parties”). Instead, the Parties have agreed to settle this Lawsuit and agree that the Settlement Agreement offers significant benefits to all Settlement Class Members and is fair, reasonable, adequate, and in the best interest of the Plaintiffs and all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes: All individuals residing in the United States whose Private Information was affected by the data breach discovered by Defendant that occurred in or around October 2023.

6. What if I am still not sure whether I am part of the Settlement?

If you did not receive Notice by mail, or if you have any questions as to whether you are a Settlement Class Member, you may contact the Settlement Administrator by mail or email:

Disability Rights Wisconsin Data Breach Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164-9996
<<Settlement Website>> <<Settlement Toll-Free Line>>

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Under the Settlement, Disability Rights has agreed to pay Valid Claims submitted by Settlement Class Members seeking reimbursement for Attestation Losses (up to \$85.00 per Settlement Class Member) and Extraordinary Expenses (up to \$2,000.00 per Settlement Class Member).

Settlement Class Members are also being offered an opportunity to enroll in two years of single bureau credit monitoring that includes at least \$1 million in identity theft protection and fraud insurance.

Disability Rights will also pay for the costs of notice and administration services, as well as any award for Attorneys' Fees, Costs, and Expenses and/or Service Award approved by the Court.

8. What are Attestation Losses?

Settlement Class Members can submit a Claim Form for reimbursement of Attested Losses related to the time spent addressing issues arising from the Data Incident. Attestation Losses are capped at four (4) hours per individual claimant, reimbursed at a rate of \$21.25 per hour, not to exceed \$85.00 per Settlement Class Member.

9. What are Extraordinary Expenses?

Settlement Class Members can submit a Claim Form for reimbursement of Extraordinary Documented Out-of-Pocket Expenses ("Extraordinary Expenses"), not to exceed \$2,000.00 per Settlement Class Member, that were incurred as a result of the Data Incident.

Documented Extraordinary Expenses include but are not limited to: (a) monetary losses from fraud or identity theft; (b) professional fees, including attorneys' fees, accountants' fees, and fees for credit-repair services; (c) costs associated with freezing or unfreezing credit with any credit reporting agency; (d) credit-monitoring costs incurred on or after the mailing of the Notice of Data Incident through the date of claim submission, over and above credit monitoring offered by Defendant in the Notice of the Data Incident; and (e) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. The Defendant will decide on the validity of claims for Extraordinary Expenses. Settlement Class Members **must submit documentation** demonstrating the Extraordinary Expenses claimed.

10. What are credit monitoring protections?

Settlement Class Members are eligible to enroll in two (2) years of single bureau credit monitoring that includes at least \$1 million in identity theft protection and fraud insurance. No supporting documentation is necessary to receive this Settlement benefit. Settlement Class Members must affirmatively request credit monitoring by indicating such request on the Claim Form, and codes will be sent either to an email address provided by the Settlement Class Member or, if they do not have an email address, mailed to the address provided on the Claim Form.

11. What rights am I giving up by remaining in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes Final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Disability Rights or the Released Parties about the legal issues resolved by this Settlement, and released by the Settlement Agreement. The specific rights you are giving up are called Released Claims (*see next question*).

“Released Parties” means Defendant Disability Rights Wisconsin, Inc., the Related Entities, and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, assigns, owners, directors, shareholders, members, officers, board members, principals, agents, representatives, attorneys, insurers, and reinsurers.

12. What are the Released Claims?

“Released Claims” collectively means any and all past, present, and future liabilities, rights, claims, counterclaims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies of any form, kind, or description, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, relate to, concern, arise out of, are connected with, or are based upon the Data Incident, including, but not limited to, any claims or cause of action arising under or premised upon: (a) negligence; (b) negligence *per se*; (c) breach of confidence; (d) breach of implied contract; (e) unjust enrichment; (f) publicity given to private life; (g) any state or federal consumer protection statute; (h) misrepresentation (whether fraudulent, negligent, or innocent); (i) bailment; (j) wantonness; (k) any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, territory, county, city, or municipality, including but not limited to 15 U.S.C. § 45 *et seq.*, and all similar statutes in effect; (l) without limiting the foregoing, any violations of any state data privacy or data security statutes and the regulations promulgated under those statutes; (m) failure to provide adequate notice pursuant to any federal, state, or territory breach notification statute, regulation, or common law duty; (n) breach of fiduciary duty (o) breach of confidence; (p) invasion of privacy; (q) fraud; (r) any causes of action under 18 U.S.C. §§ 2701 *et seq.*, and all similar statutes in effect in any states in the United States as defined herein; and (s) Unknown Claims. Released Claims also includes, but is not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning, arising out of or in connection with (a) the exposure or accessibility of Private Information in the Data Incident, or (b), conduct that was alleged or could have been alleged in the Lawsuit.

“Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Class Representatives, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement agreement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Class Representatives intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived, compromised, and released any Unknown Claims and the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members, including Class Representatives, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Class Representatives expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a material element of the Settlement Agreement of which this release is a part.

More information is provided in the Settlement Agreement available at: <<SETTLEMENT WEBSITE>>

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

13. How do I make a claim for Settlement benefits?

You must complete and submit a Claim Form by <<CLAIM FORM DEADLINE>>. Claim Forms may be submitted by U.S. mail or electronically through the Settlement Website <<WEBSITE ADDRESS>> no later than the Claim Deadline.

If you receive a Notice by mail, you can complete and return the Claim Form sent with the Notice if you are seeking Credit Monitoring and/or Reimbursement for lost time spent. If you are seeking reimbursement for Extraordinary Expenses, use the **Unique ID number** provided on the front of your Notice to file your Claim Form online. If you believe you are a Settlement Class Member, but do not know your Unique ID number, you may email the Settlement Administrator for assistance.

14. What happens if my contact information changes after I submit a claim?

If your contact or payment information changes after you submit a Claim Form, it is your responsibility to provide your updated information to the Settlement Administrator. You may notify the Settlement Administrator of any changes in writing by mail or email:

Disability Rights Wisconsin Data Breach Settlement
c/o Atticus Administration
Attn: Claim Updates
PO Box 64053
St Paul, MN 55164-9996
Toll-Free: 1-800-XXX-XXXX
Email: <<settlementemailname>>@AtticusAdmin.com

15. When will the Settlement benefits be issued?

If you submit a valid and timely Claim Form requesting for credit monitoring protections, the Settlement Administrator will send you information on how to activate your credit monitoring after the Settlement becomes Final. Payments for valid and timely Claim Forms that are approved will be issued by the Settlement Administrator after the Settlement is approved and becomes Final. Payments will be issued via the payment method selected on the Claim Form.

We do not know how long it may take the Court to approve the Settlement as Final, and whether any appeals will be filed. Please be patient and check<<SETTLEMENT WEBSITE>> for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Philip J. Krzeski of Chestnut Cambronne PA and Alex Phillips of Strauss Borrelli PLLC to represent you and the Settlement Class as Settlement Class Counsel. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Lawsuit.

17. How will Class Counsel be paid?

- Disability Rights and Settlement Class Counsel have negotiated and agreed to the following: Disability Rights has agreed to attorneys' fees, inclusive of any costs and expenses of the Litigation in an amount not to exceed \$205,000.00.
- Disability Rights has agreed to a Service Award in an amount not to exceed \$3,000.00 each to named Plaintiff.

These payments are subject to Court approval and will not in any way reduce the Settlement benefits being made available to the Settlement Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Disability Rights and/or the other Released Parties on your own based on the claims raised in this Lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

18. How do I get out of the Settlement?

In order to validly be excluded from the Settlement, Settlement Class Members must send a letter to the Settlement Administrator, so it is mailed with a **postmark** date no later than <<**OPT-OUT DEADLINE**>>.

The letter must clearly state that the Settlement Class Member wants to be excluded from the Settlement (“opt-out”) in the *William Geiger et al v. Disability Rights Wisconsin, Inc.* litigation, No. 24-CV-002072 pending in the Dane County Circuit Court, and must include his or her full name, address, telephone number, and signature. This letter must be postmarked no later than <<**Opt-Out Deadline**>>. If the opt-out is untimely or otherwise fails to comply with any of the provisions for a valid opt-out, it shall not be considered a valid opt-out.

Disability Rights Wisconsin Data Breach Settlement
c/o Atticus Administration
Attn: Exclusion Requests
P.O. Box 64053
St. Paul, MN 55164-9996

You cannot exclude yourself by telephone or by email.

19. If I exclude myself, can I still receive Settlement benefits?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get monetary compensation, credit monitoring protections, or a reimbursement payment if you stay in the Settlement and submit a valid Claim Form.

20. If I do not exclude myself, can I sue Disability Rights for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Disability Rights and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Disability Rights or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

If you do not like the terms of the Settlement, you can write to the Court in the form of an objection. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement.

To be valid, an objection must contain:

- (i) The objecting Settlement Class Member’s full name, current address, telephone number, and email address (if any);
- (ii) The objecting Settlement Class Member’s original signature;
- (iii) Information identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member (e.g., copy of the Notice or copy of original Notice of the Data Incident);
- (iv) A statement of all grounds for the objection, including any legal support for the objection that the objector believes to be applicable;
- (v) A statement identifying all counsel representing the objector;
- (vi) A statement on whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and
- (vii) The signature of the objector’s duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and any Judgment in the Litigation.

To be considered timely, any valid objection in the appropriate form must be filed with the Clerk of the Court and mailed or hand-delivered concurrently to Settlement Class Counsel and Defendant's Counsel no later than **<<Objection Deadline>>**. A copy of the objection must also be mailed to the Settlement Administrator, postmarked no later than **<<Objection Deadline>>**.

Court	Counsel	Settlement Administrator
Dane County Circuit Court 215 South Hamilton Street Madison, Wisconsin 53703	<p><u>Settlement Class Counsel:</u> Philip J. Krzeski CHESTNUT CAMBRONNE PA 100 Washington Ave. S., Suite 1700 Minneapolis, Minnesota 55401</p> <p>Alex Phillips STRAUSS BORRELLI PLLC 980 N Michigan Ave., Suite 1610 Chicago, Illinois 60611</p> <p><u>Defendant's Counsel:</u> Mark M. Leitner LAFFEY, LEITNER & GOODE LLC 325 E. Chicago Street, Suite 200 Milwaukee, WI 53202</p> <p>Richard N. Sheinis HALL BOOTH SMITH, P.C. 11215 N. Community House Rd., STE 750 Charlotte, NC 28277</p>	Disability Rights Wisconsin Data Breach Settlement c/o Atticus Administration Attn: Objection Requests P.O. Box 64053 Saint Paul, MN 55164-9996

22. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing, on a date to be determined at the Dane County Circuit Court.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please monitor the Settlement Website to confirm whether the date for the Final Approval Hearing has changed.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for attorneys' fees, costs and expenses, and the Service Award to the Plaintiff. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

24. Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. If your written objection is complete and submitted on time, the Court will consider it.

25. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see Question 21*). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Disability Rights or any of the other Released Parties about the legal issues in this Lawsuit and released by the Settlement Agreement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at <<**SETTLEMENT WEBSITE**>>. If you have questions about the proposed Settlement or anything in this Notice, you may contact the Settlement Administrator:

Disability Rights Wisconsin Data Breach Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164-9996
Toll-Free: 1-800-XXX-XXX
Email: <<settlementemailname>>@AtticusAdmin.com

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS**

— **EXHIBIT C** —

Your claim must be
submitted online or
postmarked by:
[claim form deadline]

William Geiger v. Disability Rights Wisconsin, Inc.
Case No. 24-CV-002072
Dane County Circuit Court
DISABILITY RIGHTS DATA INCIDENT CLAIM FORM

Settlement Website:
[URL]

GENERAL INSTRUCTIONS

You are eligible to submit a Claim Form in the Disability Rights Data Incident Settlement if you are a Settlement Class Member.

The **Settlement Class** includes: All individuals residing in the United States whose Private or Personal Information was affected by a cybersecurity incident discovered by Defendant that occurred in or around October 2023 (the **"Data Incident"**). The Data Incident was disclosed by Disability Rights Wisconsin on or about June 21, 2024.

SETTLEMENT CLASS MEMBER BENEFITS

The following benefits are available to Settlement Class Members:

Attestation Losses (not to exceed \$85.00 per Settlement Class Member)

Settlement Class Members can submit a Claim Form for reimbursement of Attested Losses related to the time spent addressing issues arising from the Data Incident. Attestation Losses are capped at four (4) hours per individual claimant, reimbursed at a rate of \$21.25 per hour, not to exceed \$85.00 per Settlement Class Member.

-OR-

Extraordinary Documented Out-of-Pocket Extraordinary Expenses ("Extraordinary Expenses") (not to exceed \$2,000 per Settlement Class Member) *Requires Documentation

Settlement Class Members can submit a Claim Form for reimbursement of Extraordinary Documented Out-of-Pocket Extraordinary Expenses ("**Extraordinary Expenses**"), not to exceed \$2,000.00 per Settlement Class Member, that were incurred as a result of the Data Incident.

Documented Extraordinary Expenses include but are not limited to: (a) monetary losses from fraud or identity theft; (b) professional fees, including attorneys' fees, accountants' fees, and fees for credit-repair services; (c) costs associated with freezing or unfreezing credit with any credit reporting agency; (d) credit-monitoring costs incurred on or after the mailing of the Notice of Data Incident through the date of claim submission, over and above credit monitoring offered by Defendant in the Notice of the Data Incident; and (e) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. The Defendant will decide on the validity of claims for Extraordinary Expenses. Settlement Class Members **must submit documentation** demonstrating the Extraordinary Expenses claimed.

-AND-

Credit Monitoring

Settlement Class Members are eligible to enroll in two (2) years of single bureau credit monitoring that includes at least \$1 million in identity theft protection and fraud insurance. No supporting documentation is necessary to receive this Settlement benefit. Settlement Class Members must affirmatively request credit monitoring by indicating such request on the Claim Form, and codes will be sent either to an email address provided by the Settlement Class Member or, if they do not have an email address, mailed to the address provided on the Claim Form.

Your claim must be submitted
online or postmarked by:

[claim form deadline]

William Geiger v. Disability Rights Wisconsin, Inc.

Case No. 24-CV-002072

Dane County Circuit Court

DISABILITY RIGHTS DATA INCIDENT CLAIM FORM

Settlement Website:

[URL]

SUBMITTING YOUR CLAIM FORM

Claim Forms may be submitted online at **www.[URL NAME].com** by **[Claim Form Deadline]** or completed and mailed to the Settlement Administrator **postmarked no later than [Claim Form Deadline]**.

Please keep a copy of your Claim Form and any supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.

Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Disability Rights Data Breach Settlement, c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164-9996

If your Claim Form is incomplete or missing information, the Settlement Administrator may contact you for additional information. If you do not respond and your claim is denied, you will not receive a settlement payment. If you have any questions, please contact the Settlement Administrator by email at **[email address]@AtticusAdmin.com** or by mail at the address listed above.

I. CLAIMANT INFORMATION

Provide your contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID Number

II. CREDIT MONITORING PROTECTIONS

☐ Check this box if you wish to receive two (2) years of single bureau credit monitoring that includes at least \$1 million in identity theft protections and fraud insurance. Submitting this Claim Form will not automatically enroll you. To enroll, you must follow the instructions that will be sent to the email address (that you provide in Section I above) after the Settlement is approved and becomes final.

QUESTIONS? VISIT [WWW.\[URL NAME\].COM](http://www.[URL NAME].com) OR CALL TOLL-FREE 1-800-XXX-XXXX

Your claim must be submitted
online or postmarked by:
[claim form deadline]

William Geiger v. Disability Rights Wisconsin, Inc.
Case No. 24-CV-002072
Dane County Circuit Court
DISABILITY RIGHTS DATA INCIDENT CLAIM FORM

Settlement Website:
[URL]

Important: You may claim only one of the following benefits. Please select the option that best applies to you.

III. ATTESTATION LOSSES

Attested Losses Related to the Time Spent Dealing with the Data Incident:

☐ Check this box if are seeking reimbursement for time spent dealing with the Data Incident and indicate how many hours of lost time you spent: ☐ 1 Hour ☐ 2 Hours ☐ 3 Hours ☐ 4 Hours (maximum allowable)

☐ I hereby attest that I spent time responding to issues raised by the Data Incident.

IV. EXTRAORDINARY EXPENSES

☐ Check this box if you are seeking reimbursement for Extraordinary Expenses that include but are not limited to: (a) monetary losses from fraud or identity theft; (b) professional fees, including attorneys' fees, accountants' fees, and fees for credit-repair services; (c) costs associated with freezing or unfreezing credit with any credit reporting agency; (d) credit-monitoring costs incurred on or after the mailing of the Notice of Data Incident through the date of claim submission, over and above credit monitoring offered by Defendant in the Notice of the Data Incident; and (e) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

You must submit supporting documentation demonstrating the actual expenses you are seeking reimbursement for. Complete the chart below describing the supporting documentation you are submitting, and the reimbursement amount you are seeking.

Description of Documentation Provided	Amount
<i>Example: Statement demonstrating unreimbursed bank fees</i>	\$40
Total Documented Extraordinary Expenses:	

Provide any additional details about the Extraordinary Expenses incurred below:

Your claim must be submitted
online or postmarked by:

[claim form deadline]

William Geiger v. Disability Rights Wisconsin, Inc.

Case No. 24-CV-002072

Dane County Circuit Court

DISABILITY RIGHTS DATA INCIDENT CLAIM FORM

Settlement Website:

[URL]

V. PAYMENT SELECTION

Please select **one** of the following payment options if you completed section III **or** IV above.

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____ - ____ - ____

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your email address: _____

☐ **Physical Check** - Payment will be mailed to the address provided in Section I above.

VI. AFFIRMATION & SIGNATURE

By signing below and submitting this Claim Form, I affirm under penalty of perjury under the laws of the United States that I am a Settlement Class Member and that the information provided in this Claim Form, including any supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature: _____ Printed Name: _____ Date: _____

— EXHIBIT D —

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

WILLIAM GEIGER and DENISE GALLAGHER,

Plaintiffs,

v.

Case No. 24-CV-002072

DISABILITY RIGHTS WISCONSIN, INC.,

Defendant.

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND NOTICE
PLAN**

WHEREAS, the above-captioned class action is pending in this Court (the “Action”);

WHEREAS, Plaintiffs William Geiger and Denise Gallagher (“Plaintiffs”), individually and on behalf of all others similarly situated, and Defendant Disability Rights Wisconsin, Inc. (“Defendant”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendant in the above-captioned action (the “Action”) on the terms and conditions set forth in the Settlement Agreement, subject to the approval of the Court;

WHEREAS, Plaintiffs have made an application, pursuant to Rule 803.08 of the Wisconsin Rules of Civil Procedure, for an order preliminarily approving the Settlement in

accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only, appointing Plaintiffs as Class Representatives, appointing Class Counsel as counsel for the Settlement Class, appointing the Settlement Administrator, and allowing notice to Settlement Class Members as more fully described herein;

WHEREAS, the Court has read and considered: (a) Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Notice Plan, and the papers filed and arguments made in connection therewith; and (b) the Settlement Agreement and exhibits attached thereto; and

WHEREAS, unless otherwise defined herein, the capitalized terms herein shall have the same meaning as they have in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Class Certification for Settlement Purposes Only**. For settlement purposes only and pursuant to Wisconsin Rule of Civil Procedure 803.08, the Court certifies, solely for purposes of effectuating the proposed Settlement, a Settlement Class in this matter defined as follows:

All individuals residing in the United States whose Private Information was affected by the data breach discovered by Defendant that occurred in or around October 2023.

The Settlement Class includes approximately 19,150 people. The Settlement Class specifically excludes: (i) Defendant; (ii) the Related Entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) 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 Data Incident or who pleads nolo contendere to any such charge.

2. **Class Findings**: The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims

of the Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

3. **Class Representatives and Settlement Class Counsel:** William Geiger and Denise Gallagher are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be adequate Class Representatives. The Court further finds that Philip J. Krzeski of Chestnut Cambronne PA and Alex Phillips of Straus Borrelli PLLC are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel.

4. **Preliminary Settlement Approval.** The Court hereby preliminarily approves the Settlement, as embodied in the Settlement Agreement, as being fair, reasonable and adequate to the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below. For the purposes of preliminary approval, the Court finds the proposed settlement is fair, reasonable, and adequate.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held at ____:____.m. on _____, 2025, in the Wisconsin Circuit of Dane County

located at _____, _____, _____, _____ for the following purposes:

- a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Class and should be approved by the Court;
- b. To determine whether to grant Final Approval, as defined in the Settlement Agreement;
- c. To determine whether the notice plan conducted was appropriate;
- d. To determine whether the claims process under the Settlement is fair, reasonable and adequate and should be approved by the Court;
- e. To determine whether the requested Class Representatives Service Awards are not exceeding \$3,000 to each Class Representative, and Class Counsel's attorneys' fees in the amount of \$205,000.00 should be approved by the Court;
- f. To determine whether the settlement benefits are fair, reasonable, and adequate; and,
- g. To rule upon such other matters as the Court may deem appropriate.

6. **Retention of Claims Administrator and Manner of Giving Notice.** Class Counsel is hereby authorized to retain Atticus Administration (the "Settlement Administrator") to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of Claims as set forth more fully below.

7. **Approval of Form and Content of Notice.** The Court (a) approves, as to form and content, the Long Form Notice, Summary (or Postcard) Notice, and Claim Form attached to the Settlement Agreement as Exhibits A, B and C, and (b) finds that the Notice provided to Settlement Class Members as set forth in the Settlement Agreement (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the releases to be provided thereunder), of Class Counsel's request for Fee Award and Costs, of Class Representatives' requests for Service Award Payments, of their right to object to the Settlement, Class Counsel's request for Fee Award and Costs, and/or Class Representatives' requests for Service Award Payments, of their right to exclude themselves from

the Settlement Class, and of their right to appear at the Final Approval Hearing; (iii) constitutes due, adequate and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 803.08 of the Wisconsin Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable law and rules. The date and time of the Final Approval Hearing shall be included in the Notice before it is distributed so long as that date is known at the time of Notice.

8. **Participation in the Settlement.** Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form and must do so within ninety (90) days after Notice is mailed to the Settlement Class Members. If a Final Approval Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Approval Order and Judgment.

9. **Claims Process and Distribution and Allocation Plan.** The Settlement Agreement contemplates a process for the Settlement Administrator to assess and determine the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the claims process described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

10. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than **60 Days after the date Notice is mailed to the Settlement Class Members** (the “Opt-Out/Objection Deadline”). The written notification must include (a) state his or her full name, address, and telephone number; (b) contain the Settlement Class Member’s personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right, such as those in the Lawsuit); (c) clearly manifest the Settlement Class Member’s intent to be excluded from the Settlement Class, to be excluded from the Settlement, to not participate in the Settlement, and/or to waive all rights to the benefits of the Settlement; and (d) be postmarked no later than the final date of the Opt-Out Period. Any Settlement Class Member who does not timely and validly exclude himself or herself from the Settlement shall be bound by the terms of the Settlement Agreement. If a Final Approval Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Approval Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

11. **Objections and Appearances.** No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is mailed first-class postage prepaid to the Settlement Administrator at the address listed in the Notice, and postmarked by no later than the Objection Deadline, as specified in the Notice. For an objection to be considered by the Court, the objection must also include all of the information set forth in Paragraph 7.1 of the Settlement Agreement, which is as follows: (i) state the objecting Settlement Class Member's full name, current address, telephone number, and email address (if any); (ii) contain the objecting Settlement Class Member's original signature; (iii) set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); (iv) set forth a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable; (v) identify all counsel representing the objector; (vi) state whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and; (vii) contain the signature of the objector's duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

12. Any Settlement Class Member who fails to comply with the provisions in Paragraph 7.1 may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if a Final Approval Order and Judgment is entered. If a Final Approval Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such

objections in this Action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the motion for Service Award Payments, or the motion for Fee Award and Costs.

13. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

14. **Use of Order.** This Order shall be of no force or effect if a Final Approval Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

15. **Stay of Proceedings and Temporary Injunction.** Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiffs, and all other

members of the Settlement Class, from commencing or prosecuting any and all of the Released Claims against the Released Entities.

16. **Settlement Fund.** The contents of the Settlement Fund shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as funds shall be distributed pursuant to the Settlement Agreement and/or further order(s) of the Court.

17. **Taxes.** The Settlement Administrator is authorized and directed to prepare any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Settlement Agreement.

The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

18. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

SETTLEMENT TIMELINE

<u>FROM DATE OF PRELIMINARY APPROVAL</u>	
DRW provides Class List to the Settlement Administrator	+10 days
Notice Date	+30 days
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	+21 days
Opt-Out & Objection Deadline	+60 days after the Notice Date
Claims Deadline	+90 days after the Notice Date
<u>Final Approval Hearing</u>	+120 days from Preliminary Approval (at least)

<u>FROM DATE OF PRELIMINARY APPROVAL</u>	
Motion for Final Approval	-14 days before Final Approval Hearing Date

<u>FROM ORDER GRANTING FINAL APPROVAL</u>	
Effective Date	+1 day after the date when each and all of the following conditions have occurred in ¶ 14
DRW Pays Balance of Settlement Fund	+30 days after Effective Date (assuming no appeal)
Payment of Fee Award and Expenses	+21 days after Effective Date (assuming no appeal)
Payment of Service Awards	+21 days after Effective Date (assuming no appeal)
Payment of Valid Claims	+60 days after Effective Date (assuming no appeal)
Settlement Website Deactivation	+30 days after the Final Order and Judgment

Date: _____

Judge

— **EXHIBIT E** —

WILLIAM GEIGER and DENISE GALLAGHER,

Plaintiffs,

v.

Case No. 24-CV-002072

DISABILITY RIGHTS WISCONSIN, INC.,

Defendant.

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Plaintiffs William Geiger and Denise Gallagher (“Plaintiffs”) and Disability Rights Wisconsin, Inc. (“Defendant”) entered into a Settlement Agreement and Release (the “Settlement Agreement”) to fully and finally resolve Plaintiffs’ claims against Defendant.

The Court having held a Final Approval Hearing on _____ to determine whether the terms of the Settlement Agreement were fair, reasonable, and adequate for the settlement of all claims asserted by the Settlement Class against Defendant, and notice of the Final Approval Hearing having been duly given in accordance with this Court’s Order Granting Preliminary Approval of Class Action Settlement, Preliminarily Certifying Settlement Class, Approving Notice Program, and Scheduling Final Approval Hearing (the “Preliminary Approval Order”) (No. __), and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay and good cause appearing therefore,

It is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. The Settlement Agreement and Release dated _____, including its exhibits and the definition of words and terms contained therein are incorporated by reference in this Order. The terms of this Court’s Preliminary Approval Order are also incorporated by reference in this Order.
2. This Court has jurisdiction over the subject matter of the Lawsuit and over the

Parties, including all members of the Settlement Class certified for settlement purposes in this Court's Preliminary Approval Order:

All individuals residing in the United States whose Private Information was affected by the data breach discovered by Defendant that occurred in or around October 2023.

3. The Settlement Class specifically excludes: (i) Defendant; (ii) the Related Entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) 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 Data Incident or who pleads nolo contendere to any such charge.

4. The Court finally certifies the Settlement Class for settlement purposes for the same reasons as set forth in the Court's Preliminary Approval Order and finds that it satisfies all the requirements of Wis. Stat. § 803.08. Specifically: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and Settlement Class Counsel have fairly and adequately represented the interests of the Settlement Class for purposes of entering into and implementing the Settlement Agreement; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; and (f) a class action settlement is superior to the other available methods for the fair and efficient adjudication of the controversy.

5. The Court previously appointed Philip J. Krzeski of Chestnut Cambronne PA and Alex Phillips of Straus Borrelli PLLC as Settlement Class Counsel, and hereby reaffirms that

appointment.

6. The Court hereby finds that the Settlement Agreement is the product of arm's-length settlement negotiations between Plaintiffs and Settlement Class Counsel, and Defendant and Defendant's counsel, conducted under the supervision of mediator Hon. Heather Welch (ret.) of JAMS.

7. The Preliminary Approval Order outlined the form and methods by which Plaintiffs would provide the Settlement Class with Notice of the Settlement Agreement, the Final Approval Hearing, and related matters, and it is incorporated by reference.

8. The Court hereby finds and concludes that Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and in compliance with this Court's Preliminary Approval Order.

9. The Court further finds and concludes that the Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Wis. Stat. § 803.08 and the requirements of due process, were the best notice practicable under the circumstances, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order.

10. A total of ____ Settlement Class Members submitted timely and proper requests for exclusion. The Court hereby orders that each of those individuals is excluded from the Settlement Class. Those individuals will not be bound by the Settlement Agreement, and neither will they be entitled to any of its benefits. There was/ were ____ objection(s), by _____, which the Court has evaluated and considered and overrules.

11. Due and adequate notice of the proceedings having been given to the Settlement Class and a full opportunity having been offered to Settlement Class Members to participate in the

Final Approval Hearing, it is hereby determined that all Settlement Class Members are bound by this Final Approval Order and Final Judgment.

12. No Settlement Class Member is relieved from the terms of the Settlement Agreement, including the Release provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual notice of the Settlement. A full opportunity has been offered to Settlement Class Members to object to or opt out of the Settlement Agreement and to participate in the Final Approval Hearing thereon.

13. The Court hereby finally approves the Settlement Agreement and the Settlement contemplated thereby, and finds that the terms constitute, in all respects, a fair, adequate, and reasonable settlement as to all Settlement Class Members in accordance with Wis. Stat. § 803.08 and directs the Parties to fully implement the Settlement pursuant to its terms and conditions. Each Settlement Class Member who did not opt out is hereby bound by the Settlement Agreement.

14. The Court hereby finds that the Settlement Class Members have been adequately represented by the Settlement Class Representatives and Settlement Class Counsel, that the Settlement was negotiated at arm's length, that the relief provided is adequate considering the costs, risks, and delay of trial and appeal, that the distribution of relief and method of processing claims was adequate and fair, that the terms and timing of payment associated with Settlement Class Counsel's request for attorneys' fees was adequate and fair, and that all other relevant factors, including that the Settlement Agreement treats Settlement Class Members equitably relative to each other, demonstrate that this Settlement should be finally approved by the Court as fair, adequate, and reasonable.

15. This Court hereby dismisses the Lawsuit with prejudice, without costs and fees to any party, except as expressly provided for in the Settlement Agreement.

16. Plaintiffs and the Settlement Class Members fully and finally release and forever discharge the Released Persons from the Released Claims.

17. The Settlement Agreement (including, without limitation, its exhibits), and any and all negotiations, documents, and discussions associated with it shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, of any liability or wrongdoing, by Defendant, or of the truth of any of the claims asserted by Plaintiffs in the Lawsuit, and evidence relating to the Settlement Agreement shall not be discoverable or used, directly or indirectly, in any way, whether in the Lawsuit or in any other action or proceeding, except for purposes of enforcing the terms and conditions of the Settlement Agreement, the Preliminary Approval Order, and/or this Order.

18. If for any reason the Settlement Agreement terminates, then certification of the Settlement Class shall be deemed vacated. In such an event, the certification of the Settlement Class for settlement purposes or any briefing or materials submitted seeking certification of the Settlement Class shall not be considered in connection with any subsequent class certification issues, and the Parties shall return to the status quo ante in the Lawsuit, without prejudice to the right of any of the Parties to assert any right or position that could have been asserted if the Settlement Agreement had never been reached or proposed to the Court.

19. The Court grants Settlement Class Counsel's application for fees and costs, and awards \$_____ in attorneys' fees and \$_____ in costs. The Court finds these amounts appropriate, fair, and reasonable. The Court awards each Class Representative \$_____ as a service award and finds this amount fair and reasonable. Settlement Class Counsel shall have responsibility for allocating the fees and expenses consistent with the Settlement Agreement and Release.

20. Finding that there is no just reason for delay, the Clerk of the Court is directed to enter this Order on the docket and enter final judgment pursuant to Rule 806.01 forthwith.

21. The Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Disability Rights Wisconsin Settlement Ends Class Action Lawsuit Over October 2023 Data Breach](#)
