

## **SETTLEMENT AGREEMENT**

This Settlement Agreement is made and entered into by and among the following Settling Parties (as defined below): Winters Pork on behalf of her minor child, K.J.<sup>1</sup>, Crystal Richardson on behalf of her minor child, K.M., Andrew Mathiesen on behalf of his three minor children, L.M., K.M., and N.M., and Vinny Stephens (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel of record (Proposed Settlement Class Counsel, as defined below), and Fraser Child and Family Center (“Fraser” or “Defendant”) (together with Plaintiffs, the “Settling Parties” or “Parties”), by and through its counsel of record, Paulyne A. Gardner of Mullen Coughlin, LLC. The Settlement Agreement (as defined below) is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

### **I. THE LITIGATION**

Plaintiffs allege that between May 30, 2024 and June 2, 2024, cybercriminals breached Fraser’s computer and information systems and accessed or may have accessed current and former patients’ highly personal information, including names, Social Security numbers, dates of birth, and address, (“personally identifying information” or “PII”), as well as medical information (“protected health information” or “PHI”) (the “Data Incident”).

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<sup>1</sup> As Plaintiffs K.J., K.M., L.M., K.M., and N.M. are minors, Plaintiffs’ counsel will separately share their identities and certain agreed upon information for purposes of identifying them with Fraser’s counsel. Should they bring a future claim or take any other action in contravention of the terms of this Agreement, Fraser shall be entitled to utilize this Agreement and the information received regarding their identity(s) provided by Plaintiff’s counsel to seek all relief Fraser is entitled to under this Agreement. In such an instance Fraser shall not be required to protect the minor Plaintiffs’ identity(s).

Fraser discovered this intrusion on June 2, 2024. On or about September 26, 2024, Fraser sent written notice of the Data Incident to affected individuals, which Fraser estimates to be 64,127 individuals.

On August 22, 2024, Plaintiff Winters Pork on behalf of her minor child, K.J. (“Pork”) filed a putative class action complaint against Fraser concerning the Data Incident. Shortly after, Plaintiffs Crystal Richardson on behalf of her minor child, K.M., Andrew Mathiesen on behalf of his three minor children, L.M., K.M., and N.M., and Vinny Stephens filed their respective complaints and on October 8, 2024 the Court consolidated these matters into the instant action.

On January 17, 2025 Defendant filed its Motion to Dismiss, and shortly thereafter the Parties began to explore the possibility of early resolution of this matter. The Parties agreed to attend a full-day mediation on May 6, 2025, before Hon. David E. Jones (Ret.) of Resolute Systems, LLC. Prior to the mediation, the parties engaged, in an informal exchange of information and documents, information relating to the Settlement Class Members’ state of residence, the facts and circumstances of the Data Incident and Fraser’s response thereto, and the changes and improvements that have been made or are being made to further protect Settlement Class Members’ Private Information. The parties also presented their positions and arguments in confidential submissions to the mediator. At the end of a full day mediation, the Parties were eventually able to reach agreement on a settlement. This accepted settlement is memorialized in this agreement (“Settlement Agreement”).

Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Fraser and the Released Persons (as defined below) relating to the Data Incident, by and on behalf of Representative Plaintiffs and the Settlement Class (as defined below).

## **II. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING**

Plaintiffs believe the claims asserted in the Litigation, as set forth in their complaints, have merit. Plaintiffs and Proposed Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Fraser through motions practice, trial, and potential appeals. Plaintiffs have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Proposed Settlement Class Counsel are highly experienced in class action litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. Proposed Settlement Class Counsel have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

## **III. DENIAL OF WRONGDOING AND LIABILITY**

Fraser denies each and all of the claims and contentions alleged against it in the Litigation. Fraser denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Fraser has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Fraser has considered the uncertainty and risks inherent in any litigation. Fraser has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

## **IV. TERMS OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class; Proposed Settlement Class Counsel;

and Fraser that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class, except those members of the Settlement Class who timely opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

**1. Definitions**

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Claim Form” means the claim form to be used by members of the Settlement Class to submit a Settlement Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in Exhibit A to this Settlement Agreement.

1.3 “Claims Deadline” means the date by which all Claim Forms must be submitted by a Settlement Class Member to the Settlement Administrator to be timely. This date shall be set as ninety (90) days after the Notice Commencement Date.

1.4 “Costs of Settlement Administration” means all actual costs associated with or arising from Settlement Administration, including, without limitation: all expenses and costs associated with providing Notice to the Settlement Class Members, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the portions of the Settlement Fund to Settlement Class Members. Costs of Settlement Administration also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

1.5 “Court” means the District Court for the Fourth Judicial District of the State of Minnesota, County of Hennepin.

1.6 Credit Monitoring means two years of CyEx Identity Defense Complete or CyEx Minor Defense.

1.7 “Cy Pres Designee” means the Mid-Minnesota Legal Aid, who may receive unclaimed residual funds, as set forth in Paragraph 8.6, subject to approval by the Court.

1.8 “Data Incident” means the data security incident affecting Fraser which occurred between May 30 and June 2, 2024.

1.9 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.10 herein have occurred and been met.

1.10 “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of litigation costs to be awarded by the Court to Settlement Class Counsel.

1.11 “Final” means the occurrence of all of the following events: (i) this Settlement Agreement has been fully executed by all Parties and their counsel; (ii) the settlement pursuant to this Settlement Agreement is approved by the Court, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, as provided above; (iii) the Court-approved Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court; (iv) the Court has entered a Final Order and Judgment finally approving this Settlement Agreement, as provided above; and (v) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any

attorneys' fee award or Service Awards made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

1.12 "Judgment" means a judgment rendered by the Court.

1.13 "Litigation" means the action titled *In re: Fraser Child and Family Center*, Case No. 27-CV-24-12401 (Hennepin County).

1.14 "Long Notice" means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in Exhibit C to this Settlement Agreement.

1.15 "Net Settlement Fund" refers to the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for the payment from the Settlement Fund for (i) the Costs of Settlement Administration; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards; and (iv) Fee Award and Costs.

1.16 "Notice Commencement Date" means thirty (30) days following entry of the Preliminary Approval Order. The Notice Commencement Date shall be used for purposes of calculating the Claims Deadline, deadlines concerning the Opt-Out Date and Objection Date, and all other deadlines that flow from the Notice Commencement Date.

1.17 "Objection Date" means the date by which members of the Settlement Class must mail to the Settlement Administrator their objection to the Settlement Agreement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.18 "Opt-Out Date" means the date by which members of the Settlement Class must mail their requests to be excluded from the Settlement Class to the Settlement Administrator for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.19 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

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

1.21 “Plaintiffs” and “Representative Plaintiffs” mean Plaintiffs Winters Pork on behalf of her minor child, K.J., Crystal Richardson on behalf of her minor child, K.M., Andrew Mathiesen on behalf of his three minor children, L.M., K.M., and N.M., and Vinny Stephens.

1.22 “Postcard Notice” means the postcard form notice of the proposed class action settlement, substantially in the form as shown in Exhibit B to this Settlement Agreement. The Postcard Notice will direct recipients to the Settlement Website and inform members of the Settlement Class of, among other things, the Claims Deadline, the Opt-Out and Objection Dates, and the date of the Final Fairness Hearing (if set prior to the Notice Commencement Date (as defined above)).

1.23 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order will be attached as an Exhibit to Plaintiffs’ Unopposed Motion for Preliminary Approval of the Class Action Settlement.

1.24 “Related Entities” means Fraser’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without



limitation, any Person related to any such entity who is, was, or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge, and includes any entity with whom Defendant contracted that, on behalf of Defendant, held data involved in the Data Incident who is, was or could have been named as a defendant in any of the actions in the Litigation.

1.25 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality; violations of state consumer protection statutes; and violations of state privacy-protection including but not limited to Minn. Stat. § 325D.43-48 and Minn. Stat. § 144.291, *et seq.*; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy, including intrusion upon seclusion; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any member of the Settlement Class against any of the Released Persons based on, relating to,



concerning or arising out of the Data Incident and alleged theft of other personal information alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of members of the Settlement Class Members who have timely excluded themselves from the Settlement Class pursuant to the opt-out procedures set forth in this Settlement Agreement.

1.26 “Released Persons” means Fraser and its Related Entities.

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

1.28 “Service Award” or “Service Awards” means the amount of remuneration to be paid to the Class Representatives in recognition of their efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Section 7, below.

1.29 “Settlement Administration” means the process of identifying members of the Settlement Class, notifying Settlement Class Members, and Settlement Distribution.

1.30 “Settlement Administrator” means Simpluris, a company experienced in administering class action settlements generally and specifically those of the type provided for and made in data breach litigation.

1.31 “Settlement Benefit” means any Settlement Payment, the Credit Monitoring and Insurance Services, and any other benefits Settlement Class Members receive pursuant to this Settlement, including non-monetary benefits and relief, the Fee Award and Costs, and Costs of Settlement Administration.

1.32 “Settlement Claim” means the process through which a Settlement Class Member, after receiving due notice, submits a claim to the Settlement Administrator identifying the Settlement Benefit elected by the Settlement Class Member.

1.33 “Settlement Class” means all persons in the United States whose Private Information was accessed in the Data Incident, including all persons who received a notice letter from Fraser regarding the Data Incident. The Settlement Class specifically excludes: (i) Fraser and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement, including the Judge’s court staff and immediate family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

1.34 “Settlement Class Member(s)” means all persons meeting the definition of the Settlement Class.

1.35 “Settlement Class Counsel” means Stauss Borrelli PLLC; Milberg Coleman Bryson Phillips Grossman PLLC; EKSM, LLP; and Chestnut Cambronne, PA.

1.36 “Settlement Distribution” means the process by which the Settlement Administrator will disburse the Net Settlement Fund to Settlement Class Members.

1.37 “Settlement Fund” means the sum of Seven Hundred, Twenty Five Thousand Dollars and Zero Cents (\$725,000.00) paid by or on behalf of Fraser, as specified in Paragraph 2.1.

1.38 “Settlement Payment” means any payment to be made to any Settlement Class Member who submits a valid and timely Claim Form pursuant to Paragraphs 2.2-2.3.

1.39 “Settlement Website” means a website, the URL for which shall be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide the Settlement Class Members with the ability to submit a Settlement Claim online.

1.40 “Settling Parties” means, collectively, Plaintiffs, individually and on behalf of the Settlement Class, and Fraser.

1.41 “Tax and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by any government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect to the Settlement Fund.

1.42 “Unclaimed Funds” means the sum of the Net Settlement Fund that remain after the payment of the Costs of Settlement Administration, Service Award, Fee Award and Costs, Taxes and Tax-Related Expenses, Credit Monitoring and Insurance Services, and after the expiration of checks issued to Settlement Class Members who submitted a valid and timely Claim Form for Documented Loss Payments and/or Cash Payments, and any Subsequent Settlement Payment (described herein).

1.43 “Unknown Claims” means any of the Released Claims that either Plaintiffs and Participating Settlement Class Members do not know or suspect to exist in their favor at the time of the release of the Released Persons that, if known by them, might have affected their settlement with, and release of, the Released Persons, or might have affected their 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, Plaintiffs and Participating Settlement Class Members intend to and expressly shall have waived 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.

Plaintiffs and Participating Settlement Class Members 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 Plaintiffs and Participating Settlement Class Members expressly shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.44 "United States" as used in this Settlement Agreement includes the District of Columbia and all territories.

1.45 "Valid Claim" means a Settlement Claim submitted by a Settlement Class Member that indicates the Settlement Class Member's Settlement benefit election, and provides the Settlement Administrator with correct information for disbursement of a Documented Loss Payment or Cash Payment, and that is sent to the Settlement Administrator prior to the Claims Deadline.

## **2. Settlement Benefits**

### **2.1 The Settlement Fund:**

- (a) Within fourteen (14) days of the Preliminary Approval Order, Fraser shall issue a payment of an amount sufficient to pay Costs of Settlement Administration, or at least \$131,400.00, into an interest-bearing account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator and Fraser (the Settlement Fund). Fraser shall issue a payment representing the remainder of the Settlement Fund within fourteen (14) days of the Effective Date. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendant's liability shall not exceed \$725,00.000, inclusive of attorneys' fees, costs, and expenses.
- (b) The Settlement Fund is the limit and extent of the monetary obligations of Fraser, its respective predecessors, successors, assigns, parents, subsidiaries, affiliates, departments, and any and all of their past, present, or future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing, with respect to this Agreement and the settlement of the Litigation.
- (c) The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax

returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

- (d) As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay the following: (i) Costs of Settlement Administration; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards; (iv) Fee Award and Costs; and (v) the Settlement Benefits elected by Settlement Class Members who submit valid and timely Settlement Claim pursuant to the terms of this Settlement.
- (e) The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Fraser in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is lawfully voided, cancelled, or terminated, as described in Paragraphs 9.2 and 9.4 of this Settlement. In the event the Effective Date occurs, no portion of the Settlement Fund shall ever be returned to Fraser.

2.2 Settlement Benefits. Each Settlement Class Member who submits a valid and timely Claim Form may qualify for one of the following:

- (a) Cash Payment. Settlement Class Members who submit a valid and timely Claim Form may elect a claim to receive a payment (a "Cash Payment"). The amount of the Cash Payment will be calculated in accordance with Paragraph 2.2(e), below.
- (b) Documented Loss Payment. In the event a Settlement Class Member does not elect a Cash Payment, the Settlement Class Member may submit a claim for a Settlement Payment of up to \$2,500.00 for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Settlement Class Member must choose to do so on their given Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) an attestation regarding any actual and unreimbursed Documented Loss; and (iii) Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement.
- (c) Credit Monitoring. All Settlement Class Members can elect to enroll in two years of Credit Monitoring, choosing between either CyEx Identity Defense Complete or CyEx Minor Defense.
- (d) Distribution of Settlement Payments.

The Settlement Administrator will first apply the Net Settlement Fund to pay for all Documented Loss Payments.
- (e) The Settlement Administrator shall then utilize the Post Loss Payment Net Settlement Fund to fulfill all claims for Credit Monitoring. The amount of



the Net Settlement Fund remaining after all Documented Loss Payments are applied and all claims for Credit Monitoring are fulfilled shall be referred to as the "Post Loss and Monitoring Net Settlement Fund." Finally, the Settlement Administrator shall make all Cash Payments pursuant to Paragraph 2.2(a). The amount of each Cash Payment shall be calculated by dividing the Post Loss and Monitoring Net Settlement Fund by the total number of valid and timely Claim Forms submitted by Settlement Class Members who elected a Cash Payment.

2.3 Business Practices Changes. Plaintiffs have received assurances that Fraser has implemented or will implement certain reasonable steps to adequately secure its systems and environments presently and in the future. Defendant shall document those changes, and the estimated total cost of those changes, in a confidential declaration provided to Plaintiffs' counsel.

2.4 Settlement Expenses. All costs for notice to the Settlement Class as required under Paragraphs 3.3 and 3.4 and the Costs of Settlement Administration under Paragraph 8 shall be paid out of the Settlement Fund.

2.5 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. 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, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to

any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

**3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing**

3.1. Preliminary and Final Approval of the Settlement Agreement shall be sought in the District Court for the Fourth Judicial District of the State of Minnesota, County of Hennepin, in the action captioned *In re: Fraser Child and Family Center*, Case No. 27-CV-24-12401.

3.2. As soon as practicable after the execution of the Settlement Agreement, Proposed Settlement Class Counsel and counsel for Fraser shall jointly submit this Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order in the form to be agreed upon by the Parties, or an order substantially similar to such form in both terms and cost, requesting, among other things:

- a) certification of the Settlement Class for settlement purposes only pursuant to Paragraph 2.7;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Proposed Settlement Class Counsel as Settlement Class Counsel;
- d) appointment of Plaintiffs as Settlement Class Representatives;
- e) approval of a customary form of Postcard Notice to be mailed to Settlement Class Members in a form substantially similar to the one attached as Exhibit B to this Settlement Agreement;
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as Exhibit C to this

Settlement Agreement, which, together with the Postcard Notice, shall include a fair summary of the parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the Settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing; and

- g) appointment of Simpluris as the Settlement Administrator.

The Postcard Notice and Long Notice have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval.

3.3. The cost of providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Settlement Administration shall be paid from the Settlement Fund. Fee Award and Costs for Settlement Class Counsel, and Service Awards to Representative Plaintiffs, as approved by the Court, shall also be paid from the Settlement Fund as set forth in Paragraphs 7.2, 7.3 and 7.4 below. Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

- a) *Class Member Information*: No later than seven (7) days after entry of the Preliminary Approval Order, Fraser shall provide the Settlement Administrator with the name and last known physical address of each Settlement Class Member (collectively, "Class Member Information") that Fraser possesses.

- The Class Member Information and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for

any other purpose at any time. Except to administer the Settlement as provided in this Settlement Agreement, or provide all data and information in its possession to the Settling Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.

- b) *Settlement Website:* Prior to the dissemination of the Postcard Notice, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; (v) the operative Complaint filed in the Litigation; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically.
- c) *Postcard Notice:* Within thirty (30) days after the entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Settlement Administrator will provide notice to the Settlement Class as follows:
- Via mail to the postal address provided to the Settlement Administrator by Fraser. Before any mailing under this Paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members

through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;

- In the event that a mailed Postcard Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer Valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Postcard Notice to the forwarding address within seven (7) days of receiving the returned Postcard Notice;
- In the event that subsequent to the first mailing of a Postcard Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Deadline, a Postcard Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Postcard Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

- d) Publishing, on or before the Notice Commencement Date, the Postcard Notice, Claim Form, and Long Notice on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;

- e) A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the forms of Postcard Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request; and
- f) Contemporaneously with seeking Final Approval of the Settlement, Proposed Settlement Class Counsel and Fraser shall cause to be filed with the Court an appropriate affidavit or declaration from the Settlement Administrator with respect to complying with this provision of notice.

3.4 The Postcard Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Settlement Administrator, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval.

3.5 Proposed Settlement Class Counsel and Fraser's Counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

#### **4. Opt-Out Procedures**

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest a Person's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the Notice Commencement Date.

4.2 All Persons who submit Valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in Paragraph 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons

falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in Paragraph 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

## **5. Objection Procedures**

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number; (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vi) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.; (vii) proof that the Settlement Class Member is a member of the Settlement Class (*e.g.*, copy of settlement notice, copy of original notice of the Website Usage Disclosure); (viii) provide copies of any documents that the Settlement Class member wishes to submit in support of his/her position; (ix) contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than sixty (60) days from the Notice Commencement Date, to the Settlement Administrator. The objector or his or her counsel may also file Objections with the Court, with service on Proposed Settlement Class Counsel and Fraser's counsel. For all objections mailed to



the Settlement Administrator, Proposed Settlement Class Counsel will file them with the Court as an exhibit to the Motion for Final Approval of the Settlement.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraph 5.1 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 shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraph 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

## **6. Releases**

6.1 Upon the Effective Date, each Participating Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Participating Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

6.2 Upon the Effective Date, Fraser shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiffs, each and all of the Participating Settlement Class Members, Proposed Settlement Class Counsel,

of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation, except for enforcement of the Settlement Agreement. Any other claims or defenses Fraser may have against such Persons including, without limitation, any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, employment, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither Fraser nor its Related Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Plaintiffs, each and all of the Participating Settlement Class Members, and Proposed Settlement Class Counsel.

**7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service Awards to Representative Plaintiffs**

7.1 Proposed Settlement Class Counsel may file a motion for the Fee Award and Costs to be paid from the Settlement Fund. The motion shall be filed at least fourteen (14) days before the Objection Date. Prior to the disbursement of the Fee Award and Costs under this Agreement, Proposed Settlement Class Counsel shall provide to Defendant Fraser and the Settlement Administrator a properly completed and duly executed IRS Form W-9. The Fee Award and Costs shall be paid by the Settlement Administrator, in the amount approved by the Court, within five (5) days after the Effective Date.

7.2 Proposed Settlement Class Counsel will seek, and Fraser has agreed not to oppose, an order from the Court awarding up to one-third (1/3) of the Settlement Fund (\$241,642.50) to Proposed Settlement Class Counsel for attorneys' fees. In addition, Proposed Settlement Class

Counsel will seek reimbursement of the costs and expenses incurred in connection with the prosecution of this matter.

7.3 Unless otherwise ordered by the Court, Proposed Settlement Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs among themselves.

7.4 Proposed Settlement Class Counsel will seek, and Fraser has agreed not to oppose, an order from the Court awarding up to Four Thousand Dollars (\$4,000.00) in Service Awards to each Class Representative (\$24,000.00 total).

7.5 If awarded by the Court, the Settlement Administrator shall pay the Fee Award and Costs, and Service Awards to Plaintiffs, as set forth above in Paragraphs 7.2 and 7.3, within five (5) days after the Effective Date.

7.6 The amount(s) of any award of Fee Award and Costs, and the Service Awards to Plaintiffs, 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 or reversal or appeal of any order of the Court, concerning the amount(s) of any Fee Award and Costs, and/or Service Awards ordered by the Court to Proposed Settlement Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

## **8. Administration of Claims**

8.1 The Settlement Administrator shall administer the Settlement Fund and Unclaimed Funds described in Paragraphs 2.1, 8.3, 8.5, and 8.6. The Notices provided to Settlement Class Members shall require the Class Member to indicate their preferred disbursement methods and provide the required financial information.

8.2 If, in the determination of the Settlement Administrator, a Settlement Class Member submits a timely but incomplete or inadequately supported Claim Form, the Settlement Administrator shall give the Settlement Class Member notice of the deficiencies, and the Settlement Class Member shall have twenty-one (21) days from the date of the written notice to cure the deficiencies (the “Deficiency Period”). The Settlement Administrator will provide notice of deficiencies concurrently to Plaintiffs’ Counsel and Fraser’s Counsel. If the defect is not cured within the Deficiency Period, then the Claim will be deemed invalid.

8.3 Within thirty (30) days of the close of the Deficiency Period, the Settlement Administrator shall make best efforts to provide Settlement Class Members who submitted a valid and timely claim for Credit Monitoring benefits with enrollment instruction for the Credit Monitoring.

8.4 For each Settlement Class Member from which the Settlement Administrator receives a valid, completed and timely Claim Form with correct financial information, the Settlement Administrator shall disburse any monies due to that Settlement Class Members (*i.e.*, the “Settlement Payment”) using the Settlement Class Member’s preferred method within thirty (30) days from the close of the Deficiency Period.

8.5 Settlement Class Members who do not provide their preferred method of disbursement or do not provide valid financial account information by the Claims Deadline shall be deemed to have unclaimed their Settlement Benefit.

8.6 All Settlement Payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance (the “Check Void Date”). If a Settlement Class Member

requests their Settlement Payment via check and the check is not cashed within ninety (90) days, the Settlement Class Member shall be deemed to have unclaimed their Settlement Payment.

8.7 To the extent any monies remain in the Net Settlement Fund more than one hundred fifty (150) days after the distribution of Settlement Payments to participating Settlement Class Members, a "Subsequent Settlement Payment" will be evenly made to all Participating Settlement Class Members whose claims for monetary benefits (Settlement Payments) were approved and, in the event the Settlement Class Member requested payment via check, also cashed or deposited their initial Settlement Payment, provided that the average Subsequent Settlement Payment is equal or greater to Three Dollars and No Cents (\$3.00). If the average Subsequent Settlement Payment would be less than \$3.00, the remaining Net Settlement Fund will be shall be distributed to the Cy Pres Designee.

8.8 Proposed Settlement Class Counsel and counsel for Fraser shall be given reports as to both claims and distribution, and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

8.9 All Settlement Class Members who fail to timely submit a claim within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.10 No Person shall have any claim against Fraser, Proposed Settlement Class Counsel, Plaintiffs, and/or Fraser's Counsel based on distributions of benefits to Settlement Class Members.

**9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) This Settlement Agreement has been fully executed by all Parties and their counsel;
- b) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by Paragraph 3.2;
- 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 the Judgment granting final approval to the settlement as set forth herein; and
- e) the Judgment has become Final, as defined in Paragraph 1.10.

9.2 If all conditions specified in Paragraph 9.1 are not satisfied, the Settlement Agreement shall be canceled and terminated subject to Paragraph 9.4 unless Proposed Settlement Class Counsel and Fraser's Counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Proposed Settlement Class Counsel and to Fraser's Counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.4 In the event that the Settlement Agreement or the releases set forth in Paragraphs 6.1, 6.2, and 6.3 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or

Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation 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*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of Fee Award and Costs, and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Fraser shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class and Settlement Administration and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

#### **10. Miscellaneous Provisions**

10.1 The Settling 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.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling 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



Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 This Agreement contains the entire understanding between Fraser and Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Fraser and Plaintiffs in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs.

10.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the

Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.8 Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by USPS First-Class Mail as follows:

If to Plaintiffs or Settlement Class Counsel:	If to Defendant Fraser or Fraser's Counsel:
Raina C. Borrelli <b>STRAUSS BORRELLI PLLC</b> One Magnificent Mile 980 North Michigan Avenue, Suite 1610 Chicago IL, 60611 Tel: (872) 263-1100 Raina@straussborrelli.com	Paulyne A. Gardner <b>MULLEN COUGHLIN, LLC</b> 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333 Pgardner@mullen.law

10.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.12 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

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


10.14 This Settlement Agreement shall be construed under and governed by the laws of the State of Minnesota without regard to its choice of law provisions.

10.15 Submitting a valid Claim Form (providing the Settlement Administrator with the preferred disbursement method and correct information) to claim a Settlement Benefit from this Settlement is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. If any Settlement Class Member does not submit a valid Claim Form, they will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and Fraser shall have no obligation to make payments to the Settlement Class Member. The same provisions shall apply to any void checks.


10.16 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.


*Signature Pages to Follow*

**PLAINTIFFS**

/s/   
Winters Pork  
on behalf of her minor child, K.J.

/s/   
Crystal Richardson (Jul 25, 2025 12:02:51 CDT)  
Crystal Richardson  
on behalf of her minor child, K.M.

/s/   
Andrew Mathiesen  
on behalf of his three minor children,  
L.M., K.M., and N.M.

/s/   
Vinny Stephens (Jul 23, 2025 11:50:00 CDT)  
Vinny Stephens

**SETTLEMENT CLASS COUNSEL**

/s/   
Raina C. Borrelli  
**STRAUSS BORRELLI PLLC**  
One Magnificent Mile  
980 North Michigan Avenue, Suite 1610  
Chicago IL, 60611  
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Raina@straussborrelli.com

/s/   
Leigh S. Montgomery (Jul 16, 2025 10:53 CDT)  
Leigh S. Montgomery  
**EKSM, LLP**  
1105 Milford Street  
Houston, Texas 77006  
Telephone: (888) 350-3931  
Lmontgomery@eksm.com

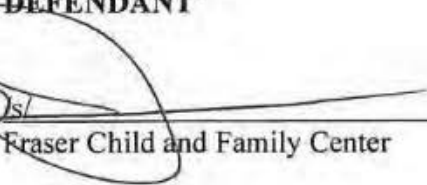


Philip J. Kreski  
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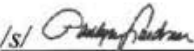


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**DEFENDANT**



**COUNSEL FOR FRASER CHILD AND FAMILY CENTER**



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