

JOSEPH JONES, CAITLIN BROWN,  
JESSICA PUKALA, NATHANIEL  
RYCHLIK, JULIA K. PIERSON, and  
MARIAH LOPEZ, on behalf of themselves  
and all others similarly situated,

Case No. 30301

Plaintiffs,

v.

LANDS' END, INC.,

Defendant.

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**SETTLEMENT AGREEMENT**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiffs Joseph Jones, Caitlin Brown, Jessica Pukala, Nathaniel Rychlik, Julia K. Pierson, and Mariah Lopez, individually and on behalf of the Settlement Class, and Defendant Lands' End, Inc., as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

**I. Procedural History**

1. Defendant is a leading multi-channel retailer of clothing, accessories, footwear, and home products, headquartered in Dodgeville, Wisconsin. As part of its operations, Defendant collects and maintains the sensitive personal information of its employees and certain dependents, including names, dates of birth, Social Security numbers, driver's license and/or passport information, and in limited circumstances, medical information.

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II herein.

2. On or about December 6, 2024, Defendant detected unauthorized access to its corporate network. After an extensive investigation, Defendant confirmed on August 3, 2025, that personal information belonging to approximately 10,060 current and former employees of its U.S. operations and certain of their dependents had been accessed by an unknown third party. On August 13, 2025, Defendant began sending notice letters to the affected individuals.

3. On August 19, 2025, Plaintiff Joseph Jones filed an action against Defendant in the United States District Court for the Western District of Wisconsin asserting claims for negligence, breach of implied contract, and declaratory judgment. Plaintiffs Jessica Pukala, Nathaniel Rychlik, Julia K. Pierson, and Mariah Lopez also filed actions against Defendant asserting similar claims that were removed to the United States District Court for the Western District of Wisconsin. Plaintiffs' counsel in those actions conferred and collectively decided to work together to pursue the claims of their respective plaintiffs and the putative class of individuals impacted in the Data Incident.

4. Plaintiffs' counsel self-organized, dismissed all actions except Plaintiff Jones's action, and on October 20, 2025, Plaintiffs Joseph Jones, Caitlin Brown, Jessica Pukala, Nathaniel Rychlik, Julia K. Pierson, and Mariah Lopez filed an Amended Complaint in *Jones v. Lands' End, Inc.* Case No. 3:25-cv-692, asserting claims for negligence, breach of implied contract, unjust enrichment, and declaratory judgment.

5. In an effort to conserve resources for the benefit of those impacted in the Data Incident, the Parties began discussing settlement and scheduled mediation with experienced mediator, the Honorable Wayne Andersen (Ret.) of JAMS.

6. On November 12, 2025, the Parties filed a joint motion to stay the case pending mediation. The Court agreed to reset the deadline for defendant to answer or otherwise respond to the amended complaint to March 2, 2026.

7. In advance of the mediation, Plaintiffs consulted with liability and damage experts and Defendant provided Plaintiffs with informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

8. The Parties participated in mediation on January 29, 2026. After arms-length negotiations between experienced counsel during the mediation, the Parties reached agreement on the materials terms of this class-wide Settlement. The parties executed a term sheet on January 30, 2026.

9. The negotiations were arm's-length and hard fought. During the negotiations, the Parties agreed that venue was proper in the Circuit Court of Iowa County, Wisconsin.

10. Consequently, Plaintiffs dismissed their action in the Western District of Wisconsin and filed the Action in the Circuit Court of Iowa County. The Complaint alleges claims against Defendant for negligence, breach of implied contract, unjust enrichment, and declaratory judgment on behalf of a nationwide class of individuals impacted by the Data Incident.

11. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations

made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

## **II. Definitions**

12. “**Action**” means the class action lawsuit entitled: *Joseph Jones et al. v. Lands’ End, Inc.*, Case No.: 30301 (Iowa Cnty. Cir. Ct.).

13. “**Agreement**” or “**Settlement Agreement**” or “**Settlement**” means this agreement between Plaintiffs and Defendant, including all exhibits, which the Parties understand and agree set forth all terms and conditions of the Settlement between them and which is subject to Court approval. It is understood and agreed that Defendant’s obligations for payment under this Agreement are conditioned on, among other things, Final Approval.

14. “**Application for Attorneys’ Fees, Costs and Service Awards**” means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees and costs, and service awards for the Class Representatives.

15. “**Cash Payment A – Documented Losses**” means the Settlement Class Member Benefit consisting of a maximum payment of \$5,000.00, that Settlement Class Members, who incurred documented losses, may elect pursuant to Section IV herein.

16. “**Cash Payment B – Alternate Cash**” means the Settlement Class Member Benefit in the amount of \$60.00 that Settlement Class Members may elect pursuant to Section IV herein.

17. “**Claim**” means the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

18. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

19. “**Claim Form Deadline**” means the last date by which a Claim submitted to the Administrator by a Settlement Class Member for a Claim Settlement Payment must be postmarked, which shall occur no later than shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

20. “**Claimant**” means an individual who submits a Claim Form.

21. “**Claims Process**” means the process by which Claimants may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

22. “**Class Counsel**” means Alex Phillips of Strauss Borrelli PLLC and Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP.

23. “**Class List**” means a list of Settlement Class Members’ full names and current postal addresses, as reflected in Defendant’s records, that Defendant shall prepare and provide to the Settlement Administrator following Preliminary Approval.

24. “**Class Representatives**” means the Plaintiffs the Court approves as representatives of the Settlement Class.

25. “**Complaint**” means the Class Action Complaint filed by Plaintiffs on March 4, 2026.

26. “**Court**” means the Circuit Court of Iowa County, Wisconsin, and the Judge(s) assigned to the Action.

27. “**Credit Monitoring**” means the two (2) years of one-bureau credit monitoring, that Settlement Class Members will automatically receive a code to enroll in.

28. “**Data Incident**” means the cybersecurity incident involving the Defendant resulting in the unauthorized access to or acquisition of Settlement Class Members’ Private Information discovered on or about December 6, 2024.

29. “**Days**” means calendar days, except that, when computing any period of time under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time under this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

30. “**Defendant**” means Lands’ End, Inc., the defendant in the Action.

31. “**Defendant’s Counsel**” means Catherine North Hounfodji of Morgan, Lewis & Bockius LLP.

32. “**Effective Date**” means the day after the Final Approval Order is entered if there are no objections to the Settlement, or if there are objections, the later of: (a) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

33. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

34. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

35. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as *Exhibit 5*.

36. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2* that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

37. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

38. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

39. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

40. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and include Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

41. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

42. “**Objection Deadline**” means thirty (30) days before the initial scheduled Final Approval Hearing.

43. “**Opt-Out Deadline**” means thirty (30) days before the initial scheduled Final Approval Hearing.

44. “**Party**” means either Plaintiffs or Defendant, and “**Parties**” means Plaintiffs and Defendant, collectively.

45. “**Plaintiffs**” means Joseph Jones, Caitlin Brown, Jessica Pukala, Nathaniel Rychlik, Julia K. Pierson, and Mariah Lopez, the plaintiffs in this Action.

46. “**Postcard Notice**” means the postcard form of Notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that will be distributed to those Settlement Class Members for whom physical addresses are maintained by Defendant.

47. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

48. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement, proposed Notice Program, and Claims Process, substantially in the form attached hereto as *Exhibit 4*.

49. “**Private Information**” means names, dates of birth, Social Security numbers, driver’s license and/or passport information, and in limited circumstances, medical information.

50. “**Releases**” means the releases and waiver set forth in Section XI of this Agreement.

51. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

52. “**Released Parties**” means Defendant and each entity which is controlled by, controlling or under common control with Defendant and their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees.

53. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates,

administrators, assigns, trustees, receivers, attorneys and all those who claim through them or on their behalf.

54. “**Service Awards**” means the payment the Court may award Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Awards shall be paid by Defendant separate from the Settlement Class Member Benefits.

55. “**Settlement Administrator**” means Simpluris, the third-party notice and claims administrator jointly selected by the Parties.

56. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

57. “**Settlement Class**” means all persons residing in the United States whose Private Information was compromised in the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (d) any individual who timely and validly opts out of the Settlement.

58. “**Settlement Class Member**” means any member of the Settlement Class who has not opted out of the Settlement.

59. “**Settlement Class Member Benefits**” means the Cash Payments and Credit Monitoring that Settlement Class Members may elect in the Settlement.

60. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the

Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

61. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Central Time on the Claim Form Deadline; and (e) determined by the Settlement Administrator to be valid and meet the criteria of the Settlement Class Member Benefit the Settlement Class Member seeks. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **III. Certification of the Settlement Class**

62. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Solely for purposes of the Settlement provided for in this Agreement and the implementation of such Settlement, Defendant agrees that this case shall proceed as a class action, provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and

Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

**IV. Settlement Consideration**

63. Defendant has agreed to pay, or cause to be paid, for the following: (a) all Settlement Administration Costs; (b) Cash Payments to and Credit Monitoring for Settlement Class Members; (c) Service Awards; and Court-awarded attorneys' fees and costs totaling no more than \$285,000.

64. **Cash Payments** – All Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment payable from Defendant. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Cash Payment. Except as provided in this Section and in Section X, Defendant shall have no obligation to make any other or further payments to Plaintiffs or to any Settlement Class Member.

**a. Cash Payment A – Documented Losses**

All Settlement Class Members are eligible to submit a claim for up to five thousand dollars (\$5,000.00) per Settlement Class Member upon presentment of reasonable documentation of out-of-pocket or monetary losses that are fairly traceable to the Data Incident. The out-of-pocket or monetary losses must have been actually incurred and not already reimbursed by a third party or other source. This shall include, without limitation: (1) costs incurred on or after December 6, 2024, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (2) other miscellaneous expenses incurred related to any out-of-pocket losses, such as notary, fax, postage, copying, mileage, and long-distance telephone charges; (3) credit monitoring

or other mitigative costs that were incurred on or after December 6, 2024 through the notice deadline; (4) documented unreimbursed and nonrecoverable costs or expenditures incurred by a Settlement Class Member due to identity theft or fraud (these may include, without limitation, unreimbursed fraudulent charges, falsified tax returns, false claims for government benefits, among others, incurred on or after December 6, 2024, through the claims deadline).

If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

**b. Cash Payment B – Alternate Cash**

As an alternative to Cash Payment A – Documented Losses, all Settlement Class Members may elect to receive Cash Payment B – Alternate Cash, which is a cash payment in the amount of sixty dollars (\$60.00). There is no documentation required to claim this benefit.

65. ***Credit Monitoring*** – in addition to a Cash Payment, all Settlement Class Members will receive an enrollment code for two (2) years of 1 Bureau credit monitoring with at least \$1 million in fraud protection.

66. ***Remedial Measures/Security Enhancements*** – Defendant shall provide Plaintiffs' Counsel a description of the remedial measures and security enhancements implemented since the Data Breach, including a reasonable estimate of the cost of those remedial measures and security enhancements.

67. ***Settlement Administration Costs*** – Defendant shall be solely responsible for the payment of all Settlement Administration Costs. The Settlement Administrator and Defendant will enter into a separate agreement related to the payment of the Settlement Administration Costs.

**V. Settlement Approval**

68. Within fourteen (14) days of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Alex Phillips of Strauss Borrelli PLLC and Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP as Class Counsel; (7) appoint Plaintiffs as the Class Representatives; (8) appoint Simpluris as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel. Counsel for Defendant shall have an opportunity to review the Motion for Preliminary Approval before filing with the Court. The motion shall seek entry of an Agreed Preliminary Approval Order, which shall be in a form agreed upon by Class Counsel and Defendant.

**VI. Settlement Administrator**

69. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall administer the Settlement in a cost-effective and timely manner, shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement, and shall comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

70. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program and handling the Claims Process.

71. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, evaluating Claim Forms and supporting documentation and, in the case of claims for Cash Payment A – Documented Losses, determining whether such claims are fairly traceable to the Data Incident, notifying Claimants of deficient Claim Forms and/or supporting documentation, where applicable, using the Notice of Deficiency, sending out Cash Payments to Settlement Class Members who submit a Valid Claim, and ensuring Credit Monitoring codes are distributed .

b. Establishing and maintaining a post office box to receive opt-out requests, objections, and Claim Forms from Settlement Class Members;

c. By the Notice Date, establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms from Settlement Class Members;

d. Establishing and maintaining an automated toll-free telephone line to go live on the Notice Date for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call or otherwise communicate such inquiries;

e. Responding to any mailed Settlement Class Member inquiries;

- f. Processing all opt-out requests from the Settlement Class;
- g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- h. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program and Claims Process were completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing in detail how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- i. Evaluating Claim Forms and supporting documentation, where applicable, submitted by Settlement Class Members to determine whether they are eligible for Settlement Class Member Benefits;
- j. Collecting from Defendant and/or its insurer(s) the funds necessary to pay Settlement Class Member Benefits;
- k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims;
- l. Ensuring that Credit Monitoring Codes are provided to all Settlement Class Members;

m. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that Settlement Class Member Benefits have been properly distributed; and

n. Retaining all records relating to payment of claims under this Agreement for a period of five (5) years from the Effective Date. Those records shall be maintained as confidential.

**VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures**

72. Defendant will make available to the Settlement Administrator the Class List no later than five (5) days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

73. Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Settlement Class Members shall be sent the Postcard Notice which shall be double-sided with a tear-off Claim Form.

74. The Notice Program shall be substantially completed no later than 45 days before the initial date set for the Final Approval Hearing.

75. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline by which Settlement Class Members must opt-out of the Settlement Class; the Objection Deadline by which Settlement Class Members must object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert

the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

76. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

77. The Long Form Notice also shall include a procedure for Settlement Class Members to opt out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt out at any time before the Opt-Out Deadline by mailing a request to opt out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address, and include a statement indicating a request to be excluded from the Settlement Class. If submitted by mail, an opt-out request shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an opt-out request shall be deemed to have been submitted on the shipping date reflected on the shipping label. Mass or Class opt outs by an attorney or other representative of a group of Settlement Class Members will not be accepted. Any

Settlement Class Member who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

78. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection before the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. For an objection to be considered by the Court, it must strictly and fully comply with each and every requirement outlined in this Agreement, the Long Form Notice, and the Preliminary Approval Order.

79. For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

### **VIII. Claim Form Process and Disbursement of Cash Payments**

80. The Notices and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

81. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

82. The Settlement Administrator shall collect, evaluate, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. Before designating the Claim as a Valid Claim, the Settlement Administrator shall examine the Claim Form and any supporting documentation to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

83. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

84. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement

Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

85. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

86. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a valid request to opt out of the Settlement Class;
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

87. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have thirty (30) days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

88. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

89. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within thirty (30) days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth herein. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within thirty (30) days of the invoice or of receipt of the Settlement Administrator's W-9, whichever is later.

90. No later than 60 days after the Effective Date, the Settlement Administrator shall: (a) distribute Cash Payments; and (b) ensure Credit Monitoring activation codes are provided to all Settlement Class Members.

91. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Settlement Class Members will choose their preferred method of payment on the Claim Form.

- a. Paper checks must be negotiated within 120 days of issuance. Any Cash Payments that remain uncashed after 120 days from issuance shall be remitted to Defendant.
- b. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to

resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

92. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

**IX. Final Approval Order and Final Judgment**

93. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

94. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;

- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order;
- e. Release Defendant and the Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

**X. Service Awards, Attorneys' Fees, and Costs**

95. *Service Awards* – Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to two-thousand five hundred dollars (\$2,500.00) each, subject to Court approval. The Service Awards shall be payable separate from the Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards by check or wire transfer to an account designated by Class Counsel within thirty (30) days of the Effective Date.

96. *Attorneys' Fees and Costs* – Class Counsel shall apply to the Court for an award of attorneys' fees and costs of two-hundred eighty-five thousand dollars (\$285,000.00), to be paid by or on behalf of Defendant separate from Defendant's obligation to pay Settlement Administration Costs and the Settlement Class Member Benefits to Settlement Class Members. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and cost award (up to two-hundred eighty-five thousand dollars (\$285,000.00)) by check or wire transfer to an account

designated by Class Counsel by a date which is the later of thirty (30) days after the Effective Date or thirty (30) days after the date on which Class Counsel provides a completed W-9 form to Defendant. Class Counsel shall be responsible for allocating and shall allocate among Class Counsel any Attorneys' Fees and Expenses, and Defendant shall have no responsibility, role, or liability in connection with such allocation.

97. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

#### **XI. Releases**

98. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200, *et seq.* Each Party expressly waives all rights under California Civil Code section 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.

The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

99. Settlement Class Members who opt out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

100. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

## **XII. Termination of Settlement**

101. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

102. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

103. In the event this Agreement fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

### **XIII. Effect of Termination**

104. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

105. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

#### **XIV. No Admission of Liability**

106. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint, including that Plaintiffs or the Settlement Class are entitled to any of the relief requested in the Action. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

107. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted an independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

108. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made,

or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

109. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) 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 Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

110. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

**XV. Miscellaneous Provisions**

111. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine or gender neutral, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

112. ***Binding Effect.*** Except as set forth in Section XII, where applicable, this Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

113. ***Confidentiality; Communications to Media and Public.*** The Parties agree that the terms of this Settlement shall remain confidential and not be disclosed by any Party until the Agreement is filed in connection with the Preliminary Approval Application. The Parties also

agree that before the entry of Final Approval of the Settlement, they shall not publish a press release or a release on the Internet concerning the Settlement without the prior written review and approval of Defendant. For the avoidance of any doubt, nothing in this Agreement prevents the Parties from making any disclosures required to effectuate this Agreement or from making any disclosures required by law.

114. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

115. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

116. ***Obligation to Return or Destroy Discovery Materials.*** Class Counsel will return or destroy all copies of all discovery materials obtained in this Action from Defendant or third parties within thirty (30) days after the Effective Date.

117. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, except as provided for herein.

118. ***No Conflict Intended.*** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

119. **Governing Law.** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Wisconsin, without regard to the principles thereof regarding choice of law.

120. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

121. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

122. **Notices.** All notices to Plaintiffs, Class Counsel, Defendant, or Defendant's Counsel provided for herein shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Alex Phillips  
**Strauss Borrelli PLLC**  
One Magnificent Mile  
980 N Michigan Avenue, Suite 1610

Chicago IL, 60611  
aphillips@straussborrelli.com

If to Defendant or Defendant's Counsel:

Catherine North Hounfodji  
**Morgan, Lewis & Bockius LLP**  
1000 Louisiana St, Suite 4000  
Houston, TX 77002  
catherine.hounfodji@morganlewis.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

123. **Modification and Amendment.** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

124. **No Waiver.** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

125. **Authority.** Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

126. **Agreement Mutually Prepared.** Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute,

case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

127. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

128. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

*Signature Page to Follow*

**CLASS COUNSEL** (on behalf of Plaintiffs and the Settlement Class)

*Alex Phillips*

Dated: 04 / 22 / 2026

ALEX PHILLIPS  
STRAUSS BORRELLI PLLC

*Nickolas J. Hagman*

Dated: 04 / 22 / 2026

NICKOLAS J. HAGMAN  
CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

**LANDS' END, INC.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

**COUNSEL FOR LANDS' END, INC.**

Dated: \_\_\_\_\_

CATHERINE NORTH HOUNFODJI  
MORGAN, LEWIS & BOCKIUS LLP

**CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)**

\_\_\_\_\_ Dated: \_\_\_\_\_  
ALEX PHILLIPS  
STRAUSS BORRELLI PLLC

\_\_\_\_\_ Dated: \_\_\_\_\_  
NICKOLAS J. HAGMAN  
CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

**LANDS' END, INC.**

*Chestene M. Witherill* Dated: *04/22/2026*  
By: *Christine Witherill*  
Its *VP, Deputy General Counsel*

**COUNSEL FOR LANDS' END, INC.**

\_\_\_\_\_ Dated: \_\_\_\_\_  
CATHERINE NORTH HOUNFODJI  
MORGAN, LEWIS & BOCKIUS LLP

**CLASS COUNSEL** (on behalf of Plaintiffs and the Settlement Class)


\_\_\_\_\_ Dated: \_\_\_\_\_  
ALEX PHILLIPS  
STRAUSS BORRELLI PLLC

\_\_\_\_\_ Dated: \_\_\_\_\_  
NICKOLAS J. HAGMAN  
CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

**LANDS' END, INC.**

\_\_\_\_\_ Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

**COUNSEL FOR LANDS' END, INC.**

 \_\_\_\_\_ Dated: 4/22/2020  
CATHERINE NORTH HOUNFODJI  
MORGAN, LEWIS & BOCKIUS LLP

**— EXHIBIT 1 —**

Lands' End Data Incident Settlement  
c/o Settlement Administrator  
P.O. Box \_\_\_\_\_  
Santa Ana, CA 92799-9958

*Jones, et al. v. Lands' End, Inc.*  
Case No. 30301

**IF YOUR INFORMATION WAS  
COMPROMISED IN THE DECEMBER 2024  
LANDS' END DATA INCIDENT,  
A PROPOSED CLASS ACTION SETTLEMENT  
MAY AFFECT YOUR RIGHTS AND ENTITLE  
YOU TO BENEFITS AND A CASH PAYMENT.**

*A court has authorized this Notice.  
This is not a solicitation from a lawyer.  
You are not being sued.*

This notice is only a summary. Visit  
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)  
Or scan this QR code for  
complete information.



First-Class  
Mail  
US Postage  
Paid  
Permit # \_\_

Login ID: «ClaimLoginID»  
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»  
«Address1» «Address2»  
«City», «State» «Zip»

**Why am I receiving this notice?** A Settlement has been reached with Lands' End, Inc. ("Lands' End") in a class action lawsuit concerning the December 2024 data security incident on Lands' End's computers (the "Data Incident"). Files containing some of your information may have been accessed. Lands' End denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

**Who is included in the Settlement?** The Court has defined the class as: "All persons residing in the United States whose Private Information was compromised in the Data Incident."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

**What are the Settlement benefits?** You can enroll in two years of **Credit Monitoring**.

**YOUR ENROLLMENT CODE IS:** **«EnrollmentCode»**

Visit [www.\[EnrollmentWebsite\].com](http://www.[EnrollmentWebsite].com) to enroll. Your CyEx Financial Shield Complete subscription will become active once the Court grants Final Approval to this Settlement.

**Additionally**, you can claim **one** of two **Cash Payment** options.

**Cash Payment A:** If you have documented losses, you can get back up to **\$5,000**.

**Cash Payment B:** *Instead of Cash Payment A*, you can get a one-time **\$60** payment.

Full details and instructions are available online.

**How do I receive a benefit?** If you are claiming a payment for documented losses, you must file your claims online. To claim the other benefits, you may fill out the Claim Form below. Tear at perforation and return by U.S. Mail. Postage is pre-paid. For a full paper Claim Form call **1-XXX-XXX-XXXX**.

**Claims must be submitted online or postmarked by [Claims Deadline].**

**What if I don't want to participate in the Settlement?** If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Lands' End for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement.

If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

**When will the Court approve the Settlement?** The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$285,000, and \$2,500 for each of the named Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.



[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

**SIMID:**      **CaseID:**  
**«SIMID»**    **[CaseID]**



**BUSINESS REPLY MAIL**

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



Lands' End Data Incident Settlement  
c/o Settlement Administrator  
P.O. Box [PO Box Number]  
Santa Ana, CA 92799-9958





**— EXHIBIT 2 —**

# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Jones, et al. v. Lands' End, Inc.*  
Case No. 30301  
Circuit Court for Iowa County, Wisconsin

**IF YOUR INFORMATION WAS COMPROMISED IN  
THE DECEMBER 2024 LANDS' END DATA INCIDENT,  
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,  
AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.*

*You are not being sued.*

***Please read this Notice carefully and completely.***

- A Settlement has been reached with Lands' End, Inc. ("Lands' End" or "Defendant") in a class action lawsuit. This case is about the data security incident that impacted a portion of Lands' End's computer systems and that occurred in December 2024 (the "Data Incident"). Certain files that contained some of your information may have been accessed, including personal information such as names; dates of birth; Social Security numbers; driver's license and/or passport information; and in limited circumstances, medical information.
- The lawsuit is called *Jones, et al. v. Lands' End, Inc.*, Case No. 30301. It is pending in the Circuit Court for Iowa County, Wisconsin (the "Litigation").
- Lands' End denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Lands' End's records indicate that you are a Settlement Class Member and entitled to benefits under the Settlement. You may have received a previous notice directly from Lands' End.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM</b>	<p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<u>          </u> , 2026
<b>OPT OUT OF THE SETTLEMENT</b>	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or participate in another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u>          </u> , 2026
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<u>          </u> , 2026
<b>DO NOTHING</b>	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or participate in another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- 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.

## WHAT THIS NOTICE CONTAINS

BASIC INFORMATION .....	3
WHO IS IN THE SETTLEMENT .....	4
THE SETTLEMENT BENEFITS.....	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS .....	5
THE LAWYERS REPRESENTING YOU .....	6
EXCLUDING YOURSELF FROM THE SETTLEMENT .....	6
COMMENTING ON OR OBJECTING TO THE SETTLEMENT.....	7
THE COURT’S FINAL APPROVAL HEARING .....	8
IF I DO NOTHING .....	8
GETTING MORE INFORMATION .....	9

## Basic Information

### 1. Why was this Notice issued?

The Circuit Court for Iowa County, Wisconsin, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Jones, et al. v. Lands’ End, Inc.*, Case No. 30301. It is pending in the Circuit Court for Iowa County, Wisconsin. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Lands’ End, Inc., is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that during December 2024, cybercriminals targeted Lands’ End’s computer systems and may have accessed certain files that contained personal information. These files may have contained personal information such as names; dates of birth; Social Security numbers; driver’s license and/or passport information; and in limited circumstances, medical information.

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Joseph Jones; Caitlin Brown; Jessica Pukala; Nathaniel Rychlik; Julia K. Pierson; and Mariah Lopez.

### 4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

## Who is in the Settlement?

### 5. Who is included in the Settlement?

The court has defined the Class this way: “All persons residing in the United States whose Private Information was compromised in the Data Incident.”

### 6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) Lands’ End and its directors and officers; (2) governmental entities; (3) the Judge in this case, and the Judge’s immediate family and court staff; and (4) anyone who timely and validly excludes themselves from the Settlement.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Lands’ End Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## The Settlement Benefits

### 7. What does the Settlement provide?

All Settlement Class Members may claim **Credit Monitoring** and one of two **Cash Payment** options. The benefits are explained in more detail below.

**CREDIT MONITORING.** All Class Members are eligible to claim two years of CyEx Financial Shield Complete. Enrollment codes have been sent to all Class Members by postcard. If you no longer have your enrollment code, please contact the Administrator.

This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

#### **CASH PAYMENT OPTIONS**

**Cash Payment A – Documented Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$5,000.00**. The losses must have occurred between December 6, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Cash Payment B – Alternate Cash.** Instead of the benefits in Option A, you may claim a one-time cash payment. This payment is expected to be **\$60.00**.

You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Lands' End Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

## 8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against Lands' End about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XI) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## Submitting a Claim Form for a Settlement Payment

### 9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Lands' End Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

### 10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

## 11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

## The Lawyers Representing You

### 12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Alex Phillips of Strauss Borrelli PLLC and Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP, to represent you and other Class Members (“Class Counsel”).

### 13. Should I get my own lawyer?

You will not be charged for Class Counsel’s services. If you want your own lawyer, you may hire one at your expense.

### 14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$285,000.00 as reasonable attorneys' fees and reimbursement of litigation costs. This amount will be paid by Lands’ End.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid by Lands’ End.

## Excluding Yourself from the Settlement

### 15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion and is sometimes also called “opting out.” If you opt out, you will not be part of the Settlement and will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue Lands’ End on your own about the legal issues in this case.

The deadline to exclude yourself from the Settlement is [Opt-Out Deadline].

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *Jones, et al. v. Lands’ End, Inc.*, Case No. 30301, pending in the Circuit Court for Iowa County, Wisconsin;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Lands' End Data Incident Settlement  
ATTN: Exclusion Request  
[PO Box Number]  
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by [Opt-Out Deadline].

## Commenting on or Objecting to the Settlement

### 16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Jones et al. v. Lands' End, Inc.*, Case No. 30301, pending in the Circuit Court for Iowa County, Wisconsin;
- (2) your full name, mailing address, telephone number, and email address;
- (3) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- (4) the number of times the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (5) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- (6) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- (7) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- (8) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (9) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (8) your signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendants.

<b>Clerk of the Court</b> Clerk of the Court 222 N. Iowa St. Dodgeville, WI 53533	<b>Settlement Administrator</b> Lands' End Data Incident Settlement ATTN: Objections <b>[PO Box Number]</b> Santa Ana, CA 92799-9958
<b>Class Counsel</b> Alex Phillips <b>Strauss Borrelli PLLC</b> One Magnificent Mile 980 N Michigan Avenue, Suite 1610 Chicago IL, 60611  Nickolas J. Hagman <b>Cafferty Clobes Meriwether &amp; Sprengel LLP</b> 135 S. LaSalle Street, Suite 3210 Chicago, IL 60603	<b>Counsel for Defendants</b> Catherine North Hounfodji <b>Morgan, Lewis &amp; Bockius LLP</b> 1000 Louisiana Street, Suite 4000 Houston, TX 77002

## 17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

## The Court's Final Approval Hearing

### 18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time] Central Time**, in Room **[Court Room]** of the Circuit Court for Iowa County, Wisconsin, at 222 N. Iowa Street, Dodgeville, WI 53533.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

### 19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

## If I Do Nothing

### 20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

## Getting More Information

### 21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Lands' End Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

**DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT**

**— EXHIBIT 3 —**

# CLAIM FORM AND RELEASE

## CIRCUIT COURT FOR IOWA COUNTY, WISCONSIN

*Jones, et al. v. Lands' End, Inc.*

Case No. 30301

Lands' End Data Incident Settlement  
P.O. Box [PO Box Number]  
Santa Ana, CA 92799

XXX-XXX-XXXX  
info@[SettlementWebsite].com  
www.[SettlementWebsite].com

### TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Class this way: "All persons residing in the United States whose Private Information was compromised in the Data Incident."

**Excluded from the Settlement Class** are: (1) Lands' End and its directors and officers; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (4) any individual who timely and validly opts out of the Settlement.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.

➔ **Claims must be received by [Claims Deadline].** ➔

Paper Claim Forms must be mailed through the United States Postal Service, so that they are received by the Claims Administrator **no later than [Claims Deadline]**. Please mail to:

Claims Administrator  
Lands' End Data Incident Settlement  
P.O. Box [PO Box Number]  
Santa Ana, CA 92799

**Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.**

## GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at www.[SettlementWebsite].com.
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

## AVAILABLE BENEFITS

All Settlement Class Members may claim **Credit Monitoring** and one of two **Cash Payment** options. The benefits are explained in more detail below.

**CREDIT MONITORING.** All Class Members are eligible to claim two years of CyEx Financial Shield Complete. Enrollment codes have been sent to all Class Members by postcard. If you no longer have your enrollment code, please contact the Administrator.

This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

### CASH PAYMENT OPTIONS

**Cash Payment A – Documented Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$5,000.00**. The losses must have occurred between December 6, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Cash Payment B – Alternate Cash.** Instead of the benefits in Option A, you may claim a one-time cash payment. This payment is expected to be **\$60.00**.

You do not have to provide any proof or explanation to claim this payment.



If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

Online: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

By email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

By toll-free call: **XXX-XXX-XXXX**

By mail: Claims Administrator  
Lands' End Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

 **THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT**  
**www.[SettlementWebsite].com** 

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to info@[SettlementWebsite].com

 **Claims must be received by [Claims Deadline].** 

If you contact information changes after you submit your claim, notify the Claims Administrator.







**— EXHIBIT 4 —**

JOSEPH JONES, CAITLIN BROWN,  
JESSICA PUKALA, NATHANIEL RYCHLIK,  
JULIA K. PIERSON, and MARIAH LOPEZ,  
individually, and on behalf of all others similarly  
situated,

Plaintiffs,

Case No. 2026CV000021

v.

LANDS' END, INC.,

Defendant.

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**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION  
SETTLEMENT**

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This matter having come before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, and the Court having reviewed the Settlement Agreement and its exhibits, the Motion, the record in this action, and being otherwise fully advised in the premises;

**IT IS HEREBY ORDERED** as follows:

1. This Preliminary Approval Order incorporates the Settlement Agreement ("Agreement"), and the terms used in this Order shall have the meanings and definitions given to them in the Agreement.

2. The Court has jurisdiction over the subject matter of this action and personal jurisdiction over the Parties before it. Venue is proper in this Court.

4. The Court preliminarily certifies the following Settlement Class:

All persons residing in the United States whose Private Information was compromised in the Data Incident.

Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) any individual who timely and validly opts out of the Settlement.

5. The Court finds that the requirements for preliminary certification of the Settlement Class have been satisfied.

6. The Court therefore preliminarily certifies the Settlement Class.

7. The Court appoints Plaintiffs Joseph Jones, Caitlin Brown, Jessica Pukala, Nathaniel Rychlik, Julia K. Pierson, and Mariah Lopez as Class Representatives for the Settlement Class.

8. The Court appoints Alex Phillips of Strauss Borrelli PLLC and Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP as Class Counsel for the Settlement Class.

9. Simpluris is appointed as Settlement Administrator. The Settlement Administrator shall perform the duties and responsibilities set forth in the Agreement and this Order.

10. The Court preliminarily finds that the Settlement, on the terms and conditions set forth in the Agreement, is fair, reasonable, and adequate, was reached in arm's-length negotiations, and falls within the range of possible approval such that notice to the Settlement Class is warranted.

11. A Final Approval Hearing shall be held on \_\_\_\_\_, 2026, at \_\_\_\_\_ .m., before the Honorable Matthew C. Allen at the Dodge County Circuit Court, 7th Judicial District Courthouse 222 N Iowa St Dodgeville, WI 5353, to consider:

- a. whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved;
- b. whether the Settlement Class should be finally certified for settlement purposes only;
- c. whether the Court should enter the proposed Final Approval Order;
- d. whether the Court should approve Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards; and
- e. any other matters the Court deems appropriate.

12. Class Counsel shall file the Motion for Final Approval, including the Application for Attorneys' Fees, Costs, and Service Awards, no later than forty-five (45) days before the initial date set for the Final Approval Hearing.

13. The Court approves, as to form and content, the proposed Postcard Notice, Long Form Notice, and Claim Form attached to the Agreement as Exhibits 1, 2, and 3. The Court finds that these forms of notice are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the Settlement, their rights under the Settlement, and the date and time of the Final Approval Hearing. The Parties may make non-substantive changes to the notice documents without further order of the Court.

14. The Court approves the Notice Program set forth in the Agreement.

15. Defendant shall provide the Class List to the Settlement Administrator no later than five (5) business days after entry of this Order.

16. Within thirty (30) days following entry of this Order, the Settlement Administrator shall commence the Notice Program.

17. The Notice Program shall be substantially completed no later than forty-five (45) days before the initial date set for the Final Approval Hearing.

18. The Settlement Administrator shall establish the Settlement Website no later than the day before notice is first initiated, and shall maintain the Settlement Website and toll-free telephone line as set forth in the Agreement.

19. The Court finds that the Notice Program described in the Agreement and approved by this Order is the best notice practicable under the circumstances, is reasonably calculated to provide due and sufficient notice to Settlement Class Members, and satisfies due process.

20. Any Settlement Class Member who wishes to request exclusion from the Settlement must mail a written request for exclusion to the Settlement Administrator, postmarked no later than thirty (30) days before the initial scheduled Final Approval Hearing. To be valid, the request for exclusion must be personally signed by the Settlement Class Member and include the Settlement Class Member's name, address, telephone number, and email address, and a statement indicating a request to be excluded from the Settlement. Mass or class opt-outs shall not be permitted.

21. Any Settlement Class Member who does not timely and validly opt out shall be bound by all proceedings, orders, and judgments in this action, including the terms of the Settlement and the releases contained therein, whether or not that person submits a Claim.

22. Any Settlement Class Member who wishes to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards must file a written objection with the Court and mail copies to Class Counsel, Defendant's Counsel, and the Settlement Administrator, such that the objection is submitted no later than thirty (30) days before the initial scheduled Final Approval Hearing.

23. To be considered, an objection must comply with the requirements set forth in the Agreement, including but not limited to:

- a. the objector's full name, mailing address, telephone number, and email address, if any;
- b. all grounds for the objection, accompanied by any legal support known to the objector or objector's counsel;
- c. the information regarding prior objections by the objector and objector's counsel required by the Agreement;
- d. identification of counsel, if any, representing the objector and whether counsel will appear at the Final Approval Hearing;
- e. a list of any persons who will be called to testify in support of the objection;
- f. a statement confirming whether the objector intends to appear and/or testify at the Final Approval Hearing; and
- g. the objector's personal signature.

24. Any Settlement Class Member who fails to timely submit a valid objection in the manner specified in the Agreement and this Order shall waive any objection and shall be foreclosed from objecting to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards.

25. Settlement Class Members who wish to receive a Cash Payment must submit a Claim Form online or by mail no later than fifteen (15) days before the initial scheduled Final Approval Hearing, as set forth in the Agreement.

26. In advance of the Final Approval Hearing, the Settlement Administrator shall file or provide a declaration confirming that the Notice Program and Claims Process were completed in accordance with the Agreement and this Order, and reporting the information required by the Agreement, including the number of claims submitted, opt-outs, and objections.

27. Pending the Final Approval Hearing and further order of the Court, all proceedings in this action are stayed except those necessary to implement the Settlement and this Order.

28. If the Settlement does not receive Final Approval, does not become effective, or is terminated in accordance with the Agreement, then this Order and all actions taken in connection with the Settlement shall be rendered null and void, shall be vacated to the extent necessary, and the Parties shall return to their respective positions as if the Agreement had not been executed.

29. The Court retains jurisdiction over all matters relating to the administration, consummation, enforcement, and interpretation of the Agreement and this Order.

30. The Parties are directed to carry out their respective obligations under the Agreement and this Order.

31. The applicable deadlines set by this Order and the Settlement Agreement are summarized below:

**Summary of Applicable Dates**

<b>Deadline to Provide Class List</b>	5 business days after entry of the Preliminary Approval Order
<b>Deadline to commence Notice Program</b>	30 days after entry of the Preliminary Approval Order
<b>Deadline to complete Notice Program</b>	45 days before the initially scheduled Final Approval Hearing
<b>Deadline to File Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Award</b>	45 days before the initially scheduled Final Approval Hearing
<b>Opt-Out Deadline</b>	30 days before the initially scheduled Final Approval Hearing
<b>Objection Deadline</b>	30 days before the initially scheduled Final Approval Hearing
<b>Claim Form Deadline</b>	15 days before the initially scheduled Final Approval Hearing
<b>Final Approval Hearing</b>	_____, 2026 at _____ a.m./p.m.

**IT IS SO ORDERED.**

**Dated: April 22, 2026**

\_\_\_\_\_  
Hon. Matthew C. Allen  
Circuit Court Judge

**— EXHIBIT 5 —**

JOSEPH JONES, CAITLIN BROWN,  
JESSICA PUKALA, NATHANIEL RYCHLIK,  
JULIA K. PIERSON, and MARIAH LOPEZ,  
individually, and on behalf of all others similarly  
situated,

Plaintiffs,

Case No. 2026CV000021

v.

LANDS' END, INC.,

Defendant.

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**FINAL APPROVAL ORDER**

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Plaintiffs Joseph Jones, Caitlin Brown, Jessica Pukala, Nathaniel Rychlik, Julia K. Pierson, and Mariah Lopez, individually and on behalf of the Settlement Class, and Defendant Lands' End, Inc. entered into a proposed Class Action Settlement Agreement (the "Agreement"). The Court previously entered an order granting preliminary approval of the Agreement, preliminarily certifying the Settlement Class for settlement purposes only, approving the form and manner of notice, and setting a Final Approval Hearing. Notice was provided in accordance with the Agreement and the Court's order granting Plaintiffs' unopposed motion for preliminary approval.

The deadlines for opting out of or objecting to the Settlement have passed. The Court has considered Plaintiffs' Motion for Final Approval, the Application for Attorneys' Fees, Costs, and Service Awards, the declaration of the Settlement Administrator, any objections and responses, the arguments of counsel, and the entire record.

**ACCORDINGLY, IT IS HEREBY ORDERED:**

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

2. This Court has jurisdiction over the subject matter of this action and personal jurisdiction over the Parties and Settlement Class Members. Venue is proper in this Court.

3. The Court finds that the Settlement Class, defined as follows, meets the requirements for certification for settlement purposes and final approval:

All persons residing in the United States whose Private Information was compromised in the Data Incident.

Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) any individual who timely and validly opted out of the Settlement.

4. The Court finally certifies the Settlement Class for settlement purposes only.

5. For settlement purposes only, the Court finds that the requirements for class certification have been satisfied, including numerosity, commonality, typicality, adequacy, predominance, and superiority.

6. For settlement purposes only, the Court confirms the appointment of Plaintiffs Joseph Jones, Caitlin Brown, Jessica Pukala, Nathaniel Rychlik, Julia K. Pierson, and Mariah Lopez as Class Representatives.

7. For settlement purposes only, the Court confirms the appointment of Alex Phillips of Strauss Borrelli PLLC and Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP as Class Counsel.

8. The Court finds that notice of the proposed Settlement was given to the Settlement Class in accordance with the Agreement and the Preliminary Approval Order and that the Notice Program constituted the best notice practicable under the circumstances and satisfied due process.

9. The Court finds that the Settlement is fair, reasonable, and adequate, and is the product of arm's-length negotiations conducted by experienced counsel, including mediation before the Honorable Wayne Andersen (Ret.) of JAMS.

10. In reaching this conclusion, the Court finds that:

a) the Class Representatives and Class Counsel have adequately represented the Settlement Class;

b) the Settlement was negotiated at arm's length;

c) the relief provided to the Settlement Class is fair, reasonable, and adequate in light of the costs, risks, and delay of further litigation and appeal, the proposed method of distributing relief, the terms of the requested attorneys' fees, costs, and service awards, and the other terms of the Agreement; and

d) the Settlement treats Settlement Class Members equitably relative to one another.

11. The Agreement is therefore finally approved in all respects, and the Parties are directed to perform and satisfy the terms and conditions of the Agreement.

12. The Court approves the Claims Process and the Notice Program implemented by Simpluris as Settlement Administrator.

13. The Court approves the following Settlement benefits and related relief as set forth in the Agreement:

- a) Cash Payment A – Documented Losses of up to \$5,000.00 per Settlement Class Member with reasonable supporting documentation;
- b) Cash Payment B – Alternate Cash in the amount of \$60.00 per Settlement Class Member;
- c) Two (2) years of one-bureau credit monitoring with at least \$1 million in fraud protection for Settlement Class Members; and
- d) Defendant’s payment of Settlement Administration Costs separate from Settlement Class Member Benefits.

14. The Court further approves Defendant’s separate payment obligations, as provided in the Agreement, for Court-awarded attorneys’ fees and costs and any Court-awarded Service Awards.

15. Upon the Effective Date, Plaintiffs and all Settlement Class Members who did not validly and timely opt out, and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers, shall be deemed to have fully, finally, and forever released, relinquished, and discharged the Released Parties from the Released Claims as set forth in the Agreement.

16. Upon the Effective Date, Plaintiffs and all Settlement Class Members who did not validly and timely opt out are permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating in, as class members or otherwise, any lawsuit or other proceeding in any jurisdiction based on the Released Claims, and the Agreement’s terms shall have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings as to Released Claims (or other prohibitions set forth in this Final Approval Order).

17. The persons identified on the list of timely and valid requests for exclusion submitted by the Settlement Administrator are excluded from the Settlement Class are not bound by this Final Approval Order or the Agreement and may not receive Settlement benefits.

18. The Court has considered all objections submitted in accordance with the Agreement and the Preliminary Approval Order. Any objection not otherwise withdrawn is overruled except as expressly stated on the record.

19. The Court grants Class Counsel's Application for Attorneys' Fees and Costs and awards attorneys' fees and costs in the amount of \$ \_\_\_\_\_, to be paid by or on behalf of Defendant in accordance with the Agreement.

20. The Court grants Awards to the Class Representatives in the amount of \$ \_\_\_\_\_ each, to be paid by or on behalf of Defendant in accordance with the Agreement.

21. Neither this Final Approval Order, the Agreement, nor any of its terms or provisions shall be construed as an admission or concession by Defendant of any liability, fault, or wrongdoing of any kind.

22. The Court hereby dismisses the Action with prejudice as without fees or costs to any Party (except as provided in this Final Approval Order).

23. Without affecting the finality of this Final Approval Order, the Court retains continuing and exclusive jurisdiction over the Parties, Settlement Class Members, and the administration and enforcement of the Settlement, including implementation of the Agreement, the distribution of Settlement benefits, and the enforcement of this Final Approval Order.

24. This Final Approval Order and Judgment resolves all claims of the Plaintiffs and Settlement Class Members against Defendant that were or could have been asserted as Released

Claims in this action. There being no just reason for delay, the Clerk is directed to enter judgment accordingly.

**IT IS SO ORDERED.**

Dated: [DATE]

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Hon. Matthew C. Allen  
Circuit Court Judge

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This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lands' End Settlement Resolves Class Action Lawsuit Over December 2024 Data Breach](#)

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