

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

<p>SUSAN GIASSON, on behalf of herself and all others similarly situated;</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>MRA – THE MANAGEMENT ASSOCIATION, INC.,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No.: 2:24-cv-00839-JPS</p>
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AMENDED SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between (i) Susan Giasson (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class (defined below), and (ii) MRA – The Management Association, Inc. (“MRA” or “Defendant”) in the above-captioned case (the “Litigation”) and supersedes all prior agreements. Defendant and Plaintiff are collectively referred to herein as the “Parties.”

I. RECITALS

WHEREAS, on July 3, 2024, Plaintiff filed the Complaint against Defendants in the United States District Court for the Eastern District of Wisconsin related to data breach incidents or other unauthorized access to data that was discovered by Defendant in July 2023 and/or January 2024 (collectively, the “Security Incidents”) affecting Defendant;

WHEREAS, Defendant denies the allegations and causes of action pled in the Litigation, denies that this case is suitable for class treatment absent a settlement, and otherwise denies any liability to Plaintiff in any way;

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

WHEREAS this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or in any other pending or subsequently filed action, of the propriety of class certification in this or any other action except for the purpose of pursuing the settlement reflected in this Agreement, or of any wrongdoing, fault, violation of law,

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or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

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

II. DEFINITIONS

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

1. “**Cash Fund Payment**” means the *pro rata* monetary payment to be made to Settlement Class Members from the Net Settlement Fund, as described in Paragraph 49.

2. “**Cash Fund Payment Deadline**” means the date by which the Settlement Administrator shall issue the Cash Fund Payments to all Settlement Class Members who do not submit a timely and valid Request for Exclusion. The deadline shall be thirty (30) days after the Effective Date, or such other date as may be ordered by the Court in the Final Approval Order, and shall be clearly stated in the Final Approval Order and on the Settlement Website.

3. “**Class Counsel**” shall mean Strauss Borrelli, PLLC.

4. “**Court**” shall mean the Honorable J.P. Stadtmueller or any other District Court or Magistrate Judge of the United States District Court for the Eastern District of Wisconsin presiding over this Litigation.

5. “**Defendant**” shall mean MRA – The Management Association, Inc.

6. “**Defendant’s Counsel**” shall mean Baker & Hostetler LLP.

7. “**Effective Date**” shall mean one business day after the Final Approval Order becomes Final.

8. “**Electronic Payment Election Deadline**” shall mean the last day by which a Settlement Class Member may elect to receive their Cash Fund Payment electronically by submitting a request through the Settlement Website. This deadline shall be fourteen (14) days before the Cash Fund Payment Deadline, or such other date as ordered by the Court in the Final Approval Order. The Electronic Payment Election Deadline shall be clearly stated in the Final Approval Order and on the Settlement Website.

9. “**Fee Application**” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, as well as a Service Award for the Class Representative.

10. “**Fees and Expenses Award**” shall mean the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.

11. “**Final**” means the point at which the Court’s Final Approval Order becomes final and non-appealable. This occurs when: (1) the Final Approval Order has been entered on the docket and the time to appeal from such order has expired and no appeal has been timely filed; or (2) any appeal has been fully and finally resolved and has resulted in a final judgment affirming the Final Approval Order which is not subject to any further appeals; or (3) the Court enters a further order (or orders) approving settlement on materially the same terms set forth herein after resolution of any appeal, and that further order is no longer subject to appeal. Notwithstanding the above, any ruling or order that modifies or reverses only the attorney Fees and Expenses Award or Service Award shall not affect whether the Final Approval Order is “Final” under this definition.

12. “**Final Approval Hearing**” shall mean the hearing before the Court where the Plaintiff will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fees and Expenses Award, and approving a Service Award to the Class Representative.

13. “**Final Approval Order**” shall mean an order entered by the Court, in substantially the same form as the one attached hereto as **Exhibit D**, that:

- i. Certifies the Settlement Class pursuant to Federal Rule of Civil Procedure 23;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Finds that the notice program met the requirements of due process;
- iv. Dismisses Plaintiff’s and Participating Settlement Class Members’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- v. Approves the Release provided in Section IX and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- vi. Includes as an exhibit, a list of individuals who timely and validly opted out of the Settlement; and
- vii. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing.

14. “**Frequently Asked Questions**” or “**FAQs**” are questions and answers to those questions that are frequently posed by Settlement Class Members about class action settlements and specifically about this settlement that will be posted on the Settlement Website.

15. “**Litigation**” shall mean the action captioned *Susan Giasson v. MRA – The Management Association, Inc.*, Case No. 2:24-cv-00839, in the United States District Court for the Eastern District of Wisconsin, filed on July 3, 2024.

16. “**Long Form Notice**” is the content of the notice substantially in the form attached as **Exhibit B**, which will be posted on the Settlement Website and will include robust details about the Settlement.

17. “**Net Settlement Fund**” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (1) Settlement Notice and Administrative Expenses; (2) Fees and Expenses Award; and (3) Service Awards.

18. “**Notice**” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits A and B**.

19. “**Notice Deadline**” means the last day by which Notice must be issued to the Settlement Class Members and will occur thirty (30) days after the Preliminary Approval Order is entered.

20. “**Notice and Administrative Expenses**” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with preparing and sending the required notices to appropriate state and federal officials under the Class Action Fairness Act of 2005, providing Notice to the Settlement Class, locating Settlement Class Members (including but not limited to attempting to locate current mailing addresses for Settlement Class Members), determining the eligibility of any person to be a Settlement Class Member, administering, calculating and distributing the Settlement Fund to Participating Settlement Class Members, and handling any required tax reporting. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

21. “**Objection Deadline**” means the date by which a written objection to this Settlement Agreement submitted by a person within the Settlement Class must be filed with the Court and copy sent to the Settlement Administrator, which shall be designated as sixty (60) days after the Notice Deadline, or such other date as ordered by the Court.

22. “**Opt-Out Deadline**” is the last day on which a Settlement Class Member may submit a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

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

24. “**Parties**” shall mean Plaintiff and Defendant, collectively.

25. “**Personal Information**” shall include, but is not limited to, names, dates of birth, Social Security numbers, credit and/or debit card numbers, medical history (including condition,

treatment, diagnosis, patient name, patient address, medical record number, prescription information, diagnosis, treatment, condition, dates of service), health benefits and enrollment information, financial account numbers with passwords or routing numbers, and Internal Revenue Service tax identification numbers.

26. “**Plaintiff**” or “**Class Representative**” shall mean the named class representative, Susan Giasson.

27. “**Preliminary Approval Order**” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice attached as **Exhibit C** to this Agreement.

28. “**Pro Rata Cash Payment**” means a *pro rata* cash payment of the Net Settlement Fund after payment of Notice and Administrative Expenses, Service Award payments and the Fees and Expenses Award approved by the Court.

29. “**Released Claims**” shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement.

30. “**Released Parties**” shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement.

31. “**Releasors**” shall refer, jointly and severally, and individually and collectively, to Plaintiff, the Participating Settlement Class Members, and to each of their respective predecessors, successors, spouses, children, beneficiaries, heirs, executors, administrators, estates, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, any other agent or representative of any of these persons and entities, and anyone claiming by, through, or on behalf of any of these persons or entities.

32. “**Remainder Funds**” means any funds remaining in the Settlement Fund after: (1) all authorized Notice and Administration Expenses, Fees and Expense Award, Service Award, or other amounts approved by the Court under this Settlement Agreement have been paid; (2) all Cash Fund Payments to Participating Settlement Class Members have been made; (3) to the extent applicable and consistent with Paragraph 53, any second-round *pro rata* distributions to Participating Settlement Class Members have been completed; and (4) the period for cashing or depositing all Settlement Checks has expired. Any Remainder Funds will be sent to one or more court-approved charitable organizations as a *cy pres* distribution. The Parties will jointly recommend the entity or entities to the Court that will be the recipient(s) of the *cy pres* distribution.

33. “**Security Incidents**” means the data breach incidents or other unauthorized access to data discovered by Defendant in July 2023 and/or January 2024.

34. “**Service Award**” shall have the meaning ascribed to it as set forth in Section X of this Settlement Agreement. The Service Award requested in this matter will be Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff, subject to court approval, and shall be paid from the Settlement Fund.

35. “**Settlement Administrator**” means, subject to Court approval, Simpluris, an entity selected by Class Counsel, with the consent of Defendant’s Counsel (which shall not be unreasonably withheld), to administer the Settlement.

36. “**Settlement Class**” or “**Class**” means “All individuals residing in the United States whose Personal Information may have been compromised in the Security Incidents, including all those individuals who received notice of the breach.” Defendants represent that there are approximately 36,434 individuals in the Settlement Class. Excluded from the Settlement Class are: (1) the judges presiding over this Litigation, and members of their immediate families; (2) Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

37. “**Settlement Class List**” means a list of each Settlement Class Member’s full name and current or last known mailing address, or personal information that is reasonably necessary to locate a mailing address, to the extent reasonably available in Defendant’s records, which Defendant or Defendant’s agent shall provide to the Settlement Administrator within seven (7) days of the entry of the Preliminary Approval Order.

38. “**Settlement Class Member**” means an individual who falls within the definition of the Settlement Class.

39. “**Settlement Fund**” means the non-reversionary common fund amount of Seven Hundred Seventy-Five Thousand Dollars and Zero Cents (\$775,000.00) to be paid by, or on behalf of, Defendants, including any interest accrued thereon after payment, this being the full and complete limit and extent of Defendant’s obligations with respect to the Settlement.

40. “**Settlement Payment**” means the payment to be made via mailed check or electronic payment to a Participating Settlement Class Member from the Settlement Administrator from the Settlement Fund.

41. “**Settlement Website**” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A–D** (or any versions of these notices approved by the Court), this Settlement Agreement, and all relevant Court filings. The Settlement Website shall be publicly accessible and include comprehensive information about the Settlement, including but not limited to: copies of the Complaint filed in this matter; the Long Form Notice and Short Form Notice; Frequently Asked Questions (FAQs); a mechanism by which Settlement Class Members may elect to receive their Cash Fund Payment electronically; the deadlines for filing an objection or a request for exclusion; and the date of the Final Approval Hearing. The Settlement Website shall remain active until ninety (90) days after the Effective Date.

42. “**Short Form Notice**” is the postcard notice attached as **Exhibit A** that will be mailed to each available Settlement Class Member.

43. “**Taxes and Tax-Related Expenses**” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or

penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendant with respect to any income or gains earned with respect to the Settlement Fund while it is held in the Settlement Fund account.

III. SETTLEMENT FUND

44. **Establishment of Settlement Fund.** Within five (5) business days after entry of the Final Approval Order, the Settlement Administrator shall establish a qualified settlement fund account at a financial institution agreed upon by the Settlement Administrator and Class Counsel, and shall provide wiring instructions and a properly completed and duly executed IRS Form W-9 to Defendant. Provided that Defendant has received the IRS Form W-9 and wiring instructions from the Settlement Administrator, Defendant shall cause the Settlement Fund to be deposited into the settlement fund account no later than ten (10) business days after the Effective Date. Following Defendant's deposit of the Settlement Fund as set forth herein, Defendant shall have no further obligation with respect to the Settlement Fund and will have no responsibilities or liabilities with respect to the settlement fund account(s), its administration, or distribution therefrom.

45. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

46. **Use of the Settlement Fund.** Defendant shall fund the Settlement Fund in accordance with this Agreement. The Settlement Fund shall constitute the total monetary obligation of Defendant under this Agreement and shall be used to pay: (1) Cash Fund Payments to Participating Settlement Class Members; (2) Notice and Administrative Expenses; (3) Service Award payments approved by the Court; and (4) the Fees and Expenses Award approved by the Court. At the discretion of Class Counsel, the Settlement Fund may also be used for additional *pro rata* distributions to Participating Settlement Class Members from any Remainder Funds, if feasible. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court. Responsibility for effectuating the payments described in this paragraph shall rest solely with the Settlement Administrator. Neither Defendants nor their agents shall have any responsibility whatsoever with respect to effectuating such payments.

47. **Direct Payments to Settlement Class Members.** Settlement Class Members who do not timely and validly exclude themselves from the Settlement shall automatically receive a

Cash Fund Payment by mailed check or, if elected, by electronic payment. No claim form shall be required. The amount of each payment will be determined on a *pro rata* basis from the Net Settlement Fund.

48. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

IV. SETTLEMENT BENEFITS AND ADMINISTRATION

49. **Cash Fund Payment Distribution:** The Settlement Administrator shall distribute Cash Fund Payments from the Net Settlement Fund to all Participating Settlement Class Members by the Cash Fund Payment Deadline. Payments shall be issued by mailed check unless a Settlement Class Member timely elects to receive payment electronically through the Settlement Website by the Electronic Payment Election Deadline.

50. **Electronic Payment Election.** Settlement Class Members may elect to receive their Cash Fund Payment electronically by submitting a request through the Settlement Website on or before the Electronic Payment Election Deadline. All information submitted in connection with such requests shall be treated as confidential by the Settlement Administrator, shall not be shared with Class Counsel, Defense Counsel, or any other person or entity, and shall be permanently deleted or destroyed by the Settlement Administrator no later than one hundred eighty (180) days after the Cash Fund Payment Deadline.

51. **Disputes.** If the Settlement Administrator receives a communication from an individual asserting that they are a Settlement Class Member but did not receive Notice, the Settlement Administrator shall, within a reasonable time of making a determination, notify the individual of the reason(s) they did not receive Notice. The individual shall then have twenty-one (21) days to submit documentation demonstrating that they are, or should have been, included on the Settlement Class List. If the individual submits documentation but, in the sole discretion of the Settlement Administrator, fails to establish eligibility, the Settlement Administrator shall notify the individual of that determination within ten (10) days. Such determination shall be final. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations.

52. **Non-Reversionary Nature of the Fund.** No portion of the Settlement Fund shall revert to or otherwise be repaid to Defendant under any circumstances, except as expressly provided in the Termination provisions of this Agreement or if the Effective Date does not occur.

53. **Unclaimed Property.** If any funds remain in the Settlement Fund more than one hundred fifty (150) days after the initial distribution of Settlement Checks to Participating Settlement Class Members, or thirty (30) days after any reissued checks are no longer negotiable—whichever is later—such funds may, at the discretion of Class Counsel, be redistributed to Participating Settlement Class Members, if feasible. If redistribution is not practicable, the remaining funds shall constitute Remainder Funds and shall be distributed as a *cy pres* award to a charitable organization jointly proposed by the Parties and approved by the Court.

54. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

55. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

56. **Settlement Administration Fees.** The Settlement Fund amount provided by Defendant, or on behalf of Defendant, shall be used to pay the entirety of the Notice and Administrative Expenses, including but not limited to the cost of locating current mailing addresses for Settlement Class Members and the cost of Notice. Class Counsel have solicited competitive bids for settlement administration services and agree to rely upon direct mail postcard notice, including reminder postcards if necessary, to minimize administration costs while ensuring effective notice to the Class. Settlement Administration Fees shall be paid from the Settlement Fund and are limited to the total amount of the common fund.

57. Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy Cash Fund Payments to Settlement Class Members in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Litigation with prejudice.

58. The Settlement Fund represents the total extent of Defendant's monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed under this Section and shall be final. Defendant shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond payment of monies into the Settlement Fund in the amount set forth in Paragraph 39 above.

59. Once a Settlement Administrator has been selected by Plaintiff, with the consent of Defendant (which shall not be unreasonably withheld), and approved by the Court in the Preliminary Approval Order, the Settlement Administrator shall implement the Notice Plan described in this Agreement. The Notice Plan shall include direct mail notice to Settlement Class Members. The form and manner of Notice shall be as set forth in the Preliminary Approval Order and in accordance with the Notice provisions of this Agreement.

60. After the Effective Date, and in compliance with the deadlines established in this Settlement Agreement and the Final Approval Order, the Settlement Administrator shall make Cash Fund Payments to all Participating Settlement Class Members subject to the procedure set forth herein.

61. The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

V. ADDITIONAL SECURITY MEASURES

62. **Additional Security Measures.** Defendant has confirmed that it has implemented security-related measures and, upon the Court's request, will generally attest that security-related measures have been implemented in a confidential declaration submitted for *in camera* review in support of the Settlement. The costs associated with these security-related measures shall be borne solely by Defendant and shall be separate and apart from any other settlement benefits and from the Settlement Fund.

VI. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

63. **Timing of Notice.** Within seven (7) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall use the information on the Settlement Class List to attempt to locate current mailing addresses for Settlement Class Members. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice via direct mail to Settlement Class Members for whom it has a valid mailing address. The Settlement Administrator shall also post the Long Form Notice on the Settlement Website, along with a

mechanism by which Settlement Class Members may elect to receive their Cash Fund Payment electronically. No claim form shall be required.

64. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be made available on the Settlement Website. The mailed Notice shall consist of a Short Form Notice in a form substantially similar to that attached as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before any Notice is mailed, Class Counsel and Defense Counsel shall be provided with a proof copy for review and shall have the right to inspect the Notice for compliance with the Settlement Agreement and any Court orders. For any postcard Notices returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip tracing) to identify an updated mailing address and re-mail the postcard if one is identified. The Long Form Notice approved by the Court may be modified by the Settlement Administrator, in consultation with the Parties, as reasonably necessary and not inconsistent with Court approval.

65. **Settlement Website.** The Settlement Administrator shall establish and make the Settlement Website live no later than five (5) days before the mailing of the Notice to Settlement Class Members, and in any event prior to the dissemination of any Notice. The Settlement Website shall contain relevant documents, including but not limited to: the Long Form Notice, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorneys' fees, costs, expenses, and service awards, and the operative complaint in the Litigation. The Settlement Website shall also include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator. In addition, the Settlement Website shall include a mechanism by which Settlement Class Members may elect to receive their Cash Fund Payment electronically. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

66. **Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with Paragraph 68 waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

67. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by mailing a request for exclusion to the Settlement Administrator at the address identified in the Notice, postmarked no later than the Opt-Out Deadline. Requests for exclusion that are sent to a different address or that are postmarked after the Opt-Out Deadline are invalid and the person shall remain a Participating Settlement Class Member. The request for exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion," or a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the individual's intent to opt-out of the Settlement in the written communication. Each request for exclusion must request exclusion only for that one individual whose personal signature appears on the request. Mass or group opt-outs are not allowed. The Notice must state that any Settlement Class Member who does not file a timely request for exclusion in accordance

with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. No later than seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Defense Counsel a complete list of all Class Members who have timely requested exclusion from the Settlement Class.

68. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee and Expense Application by filing written objections to the Court no later than the Objection Deadline. A written objection must include (i) the name of the Litigation; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any); (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at the fairness hearing; (vii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five years; and (viii) the personal signature of the Settlement Class Member. A copy of the objection must also be mailed to the Settlement Administrator, Class Counsel, and Defense Counsel at the addresses specified in the Notice. Objections that do not comply with the requirements in this Settlement Agreement are invalid.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

69. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date.

70. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties, within seven (7) days thereof or a date thereafter that is agreeable to the Parties and the Court or that is otherwise ordered by the Court.

71. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline; and at least one hundred and twenty (120) days after entry of the Preliminary Approval Order.

72. **Jurisdiction.** The Court 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. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VIII. MODIFICATION AND TERMINATION

73. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided,

however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court only if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

74. **Opt-Out Termination Right.** Defendant shall have the right to terminate this Agreement in the event that more than 150 members of the Settlement Class timely and validly request exclusion.

75. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have sixty (60) days from the date of such occurrence or non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

76. **Effect of Termination.** In the event of a termination as provided in Paragraph 74 or 75, this Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the *status quo ante* in the Litigation as if the Parties had not entered into this Agreement or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification and all other issues for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

IX. RELEASES

77. Upon Final Approval of this Settlement Agreement, Releasors release, acquit, and forever discharge Defendant and its present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, owners, principals, managers, managing directors, employers, employees, independent contractors, vendors, stockholders, heirs, agents, insurers and their agents (including Palomar Excess and Surplus Insurance Company, and Cowbell Cyber, Inc.), reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors,

consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on Defendant's behalf, in their capacity as such ("Released Parties") from all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, legal, statutory, or equitable, pleaded or that could have been pleaded that arise from or are related in any way to the Security Incidents (the "Released Claims"). Nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Security Incidents. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement. Released Claims shall not include the right of any Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement.

78. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

79. **Mutual Understanding.** The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

80. **Bar to Future Suits.** Upon entry of the Final Approval Order, Releasors shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendant or Released Parties or based on any actions taken by Defendant or any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

X. SERVICE AWARD PAYMENTS

81. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Award payments for the Settlement Class Representative in recognition for her contributions to this Litigation not to exceed \$5,000.00. The Settlement Administrator shall make any Service Award payment approved by the Court in the Final Approval Order to the Settlement Class Representative from the Settlement Fund. Such Service Award payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

82. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amount requested, the remaining provisions of

this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for termination of this Agreement.

XI. ATTORNEYS' FEES, COSTS, EXPENSES

83. **Attorneys' Fees, Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application seeking an award of attorneys' fees and reimbursement of litigation expenses to be paid from the Settlement Fund. The Fee and Expense Application shall not exceed 33.33% of the Settlement Fund, or \$258,307.50. Prior to any disbursement of the Fee Award and Expenses under this Agreement, Class Counsel shall provide the Settlement Administrator with a properly completed and duly executed IRS Form W-9. The Fee Award and Expenses (plus any accrued interest) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

84. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of the Fees and Expenses Award in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fees and Expenses Award shall constitute grounds for termination of this Agreement.

XII. NO ADMISSION OF LIABILITY

85. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with 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.

86. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) 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 Plaintiff; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Litigation or in any proceeding in any court, administrative agency or other tribunal.

XIII. MISCELLANEOUS

87. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

88. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such

approval where legally permissible and where such changes are non-material, the exhibits to this Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

89. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, including without limitation the Notice Deadline, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

90. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

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

92. **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 in good faith prior to seeking Court intervention.

93. **Class Action Fairness Act.** The Settlement Administrator shall provide notice of this proposed class settlement to the appropriate state and federal authorities in compliance with the Class Action Fairness Act (“CAFA”).

94. **Governing Law.** 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.

95. **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 and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

96. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Cassandra P. Miller
Straus Borrelli PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611
cmiller@straussborrelli.com

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:

Joel Griswold
Baker & Hostetler LLP
One North Wacker Drive, Suite 3700
Chicago, IL 60606-2859
(312) 416-6238
jcgriswold@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice.

97. **Authority.** 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 or Parties on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

98. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

99. **No Collateral Attack.** The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

100. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Settlement Agreement.

[SIGNATURE PAGE TO FOLLOW]

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

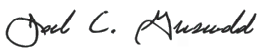

Plaintiff Susan Giasson

Dated: 11 / 20 / 2025


Defendant MRA – The Management Association, Inc.

Dated: 11/21/25

Dated: 11/21/2025 | 1:04 PM PST

DocuSigned by:

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Joel Griswold
Baker & Hostetler LLP
One North Wacker Drive, Suite 3700
Chicago, IL 60606-2859
(312) 416-6238
jcgriwold@bakerlaw.com

Counsel for Defendant

Dated: 11/20/2025



Cassandra P. Miller*
STRAUSS BORRELLI, PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611
(872) 263-1100
cmiller@straussborrelli.com
**Pro Hac Vice*

Counsel for Plaintiff and Proposed Settlement Class

SETTLEMENT TIMELINE

Post Grant of Preliminary Approval	
Settlement Administrator provides W-9 to Defendants	5 days after Final Approval Order
Defendants provides list of Settlement Class Members to the Settlement Administrator	7 days after Preliminary Approval
Settlement Administrator to Provide CAFA Notice Required by 28 U.S.C. § 1715(b)	Within 10 days of Motion for Preliminary Approval
Long Form and Short Form Notices Posted on the Settlement Website	No later than 30 days after Preliminary Approval, or prior to the Settlement Website going live
Notice Date	30 days after Preliminary Approval.
Class Counsel's Motion for Attorneys' Fees, Litigation Expenses, and Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	70 days after Notice Date
Final Approval Hearing	120 days after entry of the Preliminary Approval Order
Motion for Final Approval	14 days before Final Approval Hearing Date
Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
Post Final Approval	
Settlement Administrator establishes qualified settlement fund account and provides W9 and payment instructions to Defendant	5 days after entry of Final Approval Order
Defendant deposits Settlement Fund into settlement fund account	10 days after Effective Date
Cash Fund Payment Deadline	Within 30 days after Effective Date
Payment of Attorneys' Fees and Expenses Class Representative Service Award	30 days after Effective Date

Settlement Website Deactivation	90 days after Effective Date
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— EXHIBIT A —

MRA Security Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

***Susan Giasson v. MRA – The Management
Association, Inc.***

Case No. 2:24-cv-00839-JPS

**IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN MRA – THE
MANAGEMENT ASSOCIATION, INC.
SECURITY INCIDENTS IN JULY 2023 OR
JANUARY 2024, A PROPOSED CLASS
ACTION SETTLEMENT MAY AFFECT YOUR
RIGHTS,
AND ENTITLE YOU TO 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
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.



First-Class
Mail
US Postage
Paid
Permit # __

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice?

A Settlement has been reached with MRA – The Management Association, Inc. (“MRA”) in a class action lawsuit. The case is about the cyberattacks on MRA that was discovered by MRA in July 2023 or January 2024 (collectively, the “Security Incident”). Files containing private information were accessed. MRA 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 individuals residing in the United States whose Personal Information may have been compromised in the Security Incident, including all those individuals who received notice of the breach.”

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

What are the Settlement benefits?

MRA will establish a Settlement Fund of \$775,000.00. The Settlement Fund will first be used to pay for the costs and fees of the litigation and administration. The net remaining money will be equally divided between all class members who do not opt out of the Settlement. **This means that if you do nothing, you will get a Settlement cash payment.**

What are my options?

By default, your Settlement payment will be sent to you by check to the address MRA has on file. If you prefer a digital payment through PayPal, Venmo, Zelle, or a prepaid card, please visit the Settlement Website.

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 MRA 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 \$258,307.50, and an incentive award for Plaintiff. You may attend the hearing at your own cost, but you do not have to.

**THIS NOTICE IS ONLY A SUMMARY.
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.**



— EXHIBIT B —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Susan Giasson v. MRA – The Management Association, Inc.

Case No. 2:24-cv-00839-JPS

United States District Court for the Eastern District of Wisconsin

**IF YOUR PRIVATE INFORMATION MAY HAVE BEEN COMPROMISED IN
MRA – THE MANAGEMENT ASSOCIATION, INC. SECURITY INCIDENT
DISCOVERED BY MRA IN JULY 2023 OR JANUARY 2024,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO 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 MRA – The Management Association, Inc. (“MRA” or “Defendant”) in a class action lawsuit. This case is about targeted cyberattacks on MRA's computer systems that were discovered by MRA in July 2023 or January 2024 (collectively, the “Security Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as full names; dates of birth; Social Security numbers; credit and/or debit card numbers; medical history (including condition; treatment; diagnosis; patient name; patient address; medical record number; prescription information; diagnosis; treatment; condition; dates of service); health benefits and enrollment information; financial account numbers with passwords or routing numbers; and Internal Revenue Service tax identification numbers.
- The lawsuit is called *Susan Giasson v. MRA – The Management Association, Inc.*, Case No. 2:24-cv-00839-JPS. It is pending in the United States District Court for the Eastern District of Wisconsin (the “Litigation”).
- MRA 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.
- MRA's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from MRA or from your current or former employer.
- 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
DO NOTHING	<p>If you do nothing, you will automatically get a Settlement cash payment.</p> <p>Doing nothing means that you will stay in the Class, and will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.</p>	No deadline.
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	_____, 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	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 will still receive a Settlement cash payment.	_____, 2025

- 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
SELECTING HOW TO RECEIVE YOUR SETTLEMENT PAYMENT	5
THE LAWYERS REPRESENTING YOU	5
EXCLUDING YOURSELF FROM THE SETTLEMENT	6
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GETTING MORE INFORMATION	8

Basic Information

1. Why was this Notice issued?

The United States District Court for the Eastern District of 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 *Susan Giasson v. MRA – The Management Association, Inc.*, Case No. 2:24-cv-00839-JPS. It is pending in the United States District Court for the Eastern District of Wisconsin. The person that filed this lawsuit is called the “Plaintiff” (or “Class Representatives”) and the company they sued, MRA – The Management Association, Inc., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during targeted cyberattacks on MRA's computer systems that were discovered by MRA in July 2023 or January 2024, certain files that contained private information were accessed. These files may have contained personal information such as full names; dates of birth; Social Security numbers; credit and/or debit card numbers; medical history (including condition; treatment; diagnosis; patient name; patient address; medical record number; prescription information; diagnosis; treatment; condition; dates of service); health benefits and enrollment information; financial account numbers with passwords or routing numbers; and Internal Revenue Service tax identification numbers.

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 Representative is Susan Giasson. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiff or the Defendant is 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 Plaintiff and her 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 individuals residing in the United States whose Personal Information may have been compromised in the Security Incident, including all those individuals who received notice of the breach.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge’s family and staff; (2) MRA and its employees, officers, and directors; and (3) anyone who 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: MRA Security 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?

MRA will establish a Settlement Fund of \$775,000.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, a Service Award payment for the Plaintiff, and the costs of administering the Settlement. The net remaining money will be equally divided between all class members who do not opt out of the Settlement. **This means that if you do nothing, you will get a Settlement cash payment.**

The total estimated number of Class Members is 36,434.

If you have 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: MRA Security 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 MRA about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section IX) 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).

Selecting How to Receive Your Settlement Payment

9. How will I receive my Settlement payment?

By default, your Settlement payment will be sent to you by check to the address MRA has on file. If you prefer a digital payment through PayPal, Venmo, Zelle, or a prepaid card, please visit the Settlement Website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

10. Are there any important Settlement payment deadlines?

You will get paid unless you opt out of the Settlement (**see Question 15**). The deadline to opt out is **[Opt-Out 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 attorney Cassandra P. Miller of Strauss Borrelli, PLLC 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 \$258,307.50 as reasonable attorneys' fees and costs of litigation. This amount will be paid from the Settlement Fund.

Class Counsel will also ask for a Service Award payment of \$5,000.00 for the Class Representative. The Service Award payment will also be paid from the Settlement Fund.

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 receive Settlement benefits or payment. However, you will keep any rights you may have to sue MRA on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

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: *Susan Giasson v. MRA – The Management Association, Inc.*, Case No. 2:24-cv-00839-JPS, pending in the United States District Court for the Eastern District of Wisconsin;
- (2) your full name and current 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:

MRA Security 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: *Susan Giasson v. MRA – The Management Association, Inc.*, Case No. 2:24-cv-00839-JPS, pending in the United States District Court for the Eastern District of Wisconsin;
- (2) your full name, mailing address, and telephone number;
- (3) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the you, a subset of the Settlement Class, or the entire Settlement Class;
- (4) the identity of any attorneys representing you;
- (5) a statement regarding whether you (or your attorney) intends to appear at the Final Approval Hearing;
- (6) a description and/or copies of evidence that may be introduced at the fairness hearing;
- (7) a list of proceedings in which you have submitted an objection during the past five years; and
- (8) your personal signature.

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 Defendant.

Clerk of the Court Clerk of the Court [Court Address]	Settlement Administrator MRA Security Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958
Class Counsel Cassandra P. Miller Straus Borrelli PLLC 980 North Michigan Avenue Suite 1610 Chicago, IL 60611	Counsel for Defendant Joel Griswold Baker & Hostetler LLP One North Wacker Drive Suite 3700 Chicago, IL 60606-2859

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 United States District Court for the Eastern District of Wisconsin, at **[Court Address]**.

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 a Service Award payment to the Class Representative. 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** 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 automatically receive a Settlement payment. However, you will give up your right to sue or be part of any other lawsuit against MRA related to the Security Incident. See **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**.

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

- Email: **info@[SettlementWebsite].com**
- Call toll free, 24/7: 1-**XXX-XXX-XXXX**
- By mail: MRA Security 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 C —

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

SUSAN GIASSON, on behalf of herself
and all others similarly situated;

Plaintiff,

v.

MRA – THE MANAGEMENT
ASSOCIATION, INC.,

Defendant.

Case No.: 2:24-cv-00839-JPS

**[PROPOSED] ORDER GRANTING PLAINTIFF’S UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF AMENDED CLASS ACTION
SETTLEMENT**

This matter is before the Court on Plaintiff’s Unopposed Motion for Preliminary Approval of Amended Class Action Settlement. Plaintiff, individually and on behalf of the proposed Class, and Defendant have entered into an Amended Settlement Agreement and Release, dated November 21, 2025 (“Amended Agreement”) that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Amended Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY ORDERED as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Amended Agreement.
2. The Court has jurisdiction over this litigation, Plaintiff, Defendant, and Class Members, and any party to any agreement that is part of or related to the Amended Agreement.

PRELIMINARY APPROVAL

3. The Court has reviewed the terms of the proposed Amended Agreement, the exhibits and attachments thereto, Plaintiff's motion papers and briefs, and the declarations of Class Counsel and the Settlement Administrator. Based on its review of these papers, the Court finds that the Amended Agreement appears to be the result of serious, informed, non-collusive negotiations. The Court further observes that the Amended Agreement is the product of an informal exchange of information between the Parties before mediation. The terms of the Amended Agreement do not improperly grant preferential treatment to any individual or segment of the Class and fall within the range of possible approval as fair, reasonable, and adequate.

4. The Court therefore GRANTS preliminary approval of the Amended Agreement and all of the terms and conditions contained therein.

PRELIMINARY CLASS CERTIFICATION

5. Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only, the Class defined in the Amended Agreement as follows: "All individuals residing in the United States whose Personal Information may have been compromised in the Security Incident¹, including all those individuals who received notice of the breach." Excluded from the Class are: (1) the judges presiding over this Litigation, and members of their immediate families; (2) Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

6. The Court preliminarily finds that the Class satisfies the requirements of Federal

¹ "Security Incident" is defined in the Amended Settlement Agreement to mean the data breach incidents or other unauthorized access to data discovered by Defendant in July 2023 and/or January 2024.

Rule of Civil Procedure 23(a) for settlement purposes only: the Class is comprised of thousands of individuals; there are questions of law or fact common to the Class; the Class Representatives' claims are typical of those of Class Members; and the Class Representatives will fairly and adequately protect the interests of the Class.

7. The Court preliminarily finds that the Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only: the questions of law or fact common to the Class predominate over individual questions; and class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

8. The Court hereby appoints Plaintiff Susan Giasson as Class Representative for settlement purposes only. The Court provisionally finds that the Class Representative is similarly situated to absent Class Members and therefore typical of the Class and that they will be an adequate Class Representative for settlement purposes only.

9. The Court finds the following counsel are experienced and adequate counsel and appoints them as Class Counsel for settlement purposes only: Cassandra P. Miller of Strauss Borrelli PLLC.

NOTICE AND ADMINISTRATION

10. Pursuant to the Amended Agreement, the Parties have designated Simpluris as the Settlement Administrator. Simpluris shall perform all the duties of the Settlement Administrator set forth in the Amended Agreement.

11. The Court finds that the class Notice and proposed Notice program set forth in the Amended Agreement satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances. The Class Notice and Notice program are reasonably calculated to apprise Class Members of the nature of this

Litigation, the scope of the Class, the terms of the Amended Agreement, the right of Class Members to object to the Amended Agreement or exclude themselves from the Class and the processes for doing so, and the Final Approval Hearing. The Court therefore approves the Class Notice and Notice program, orders Defendant to provide the Settlement Class List to the Settlement Administrator, and directs the Parties and the Settlement Administrator to proceed with providing notice to Class Members pursuant to the terms of the Amended Agreement and this Order.

12. The Settlement Administrator shall commence the Notice program within the time required by the Amended Agreement.

13. The Court also approves the versions of the Long Form Notice and the Short Form Notice.

EXCLUSION AND OBJECTIONS

14. Class Members who wish to opt out and exclude themselves from the Class may do so by mailing a request for exclusion to the Settlement Administrator at the address identified in the Notice, postmarked no later than _____ (60 days after the Notice Date). Requests for exclusion that are sent to a different address or that are postmarked after the Opt-Out Deadline are invalid and the person shall remain a Participating Settlement Class Member. The request for exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion," or a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the individual's intent to opt-out of the Settlement in the written communication. Each request for exclusion must request exclusion only for that one individual whose personal signature appears on the request. Mass or group opt-outs are not allowed.

15. All Class Members who do not opt out and exclude themselves in accordance with the Amended Agreement and this Order shall be bound by the terms of the Amended Agreement upon entry of the Final Approval Order and Judgment.

16. Class Members who wish to object to the Settlement may do so by filing a written Objection to the Court in accordance with the procedures outlined in the Amended Agreement and Class Notice by _____ (60 days after the Notice Date). A written objection must include (i) the name of the Litigation; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any); (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at the fairness hearing; (vii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. A copy of the objection must also be mailed to the Settlement Administrator, Class Counsel, and Defense Counsel at the addresses specified in the Notice.

17. Any Class Member who does not timely submit a written objection in accordance with these procedures and the procedures detailed in the Class Notice and Amended Agreement shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Amended Agreement or the Final Approval Order by appeal or other means.

FINAL APPROVAL HEARING

18. The Court will hold a Final Approval Hearing on _____ at _____ in the United States District Court, Eastern District of Wisconsin, 517 E. Wisconsin Ave., Courtroom 362, Milwaukee, WI, 53202.

19. At the Final Approval Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Class should be finally certified; (c) the preliminary appointment of Class Counsel should be made final; (d) the preliminary appointment of the Class Representatives should be made final; (e) Class Counsel’s motion for attorneys’ fees and Litigation Expenses should be granted; (f) the Service Awards sought for Class Representatives should be granted; and (g) a Final Judgment should be entered.

20. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

SETTLEMENT TIMELINE

Post Grant of Preliminary Approval	
Settlement Administrator provides W-9 to Defendant	5 days after Final Approval Order
Defendant provides list of Settlement Class Members to the Settlement Administrator	7 days after Preliminary Approval
Settlement Administrator to Provide CAFA Notice Required by 28 U.S.C. § 1715(b)	Within 10 days after the filing of the Motion for Preliminary Approval
Long Form and Short Form Notices Posted on the Settlement Website	No later than 30 days after Preliminary Approval, or prior to the Settlement Website going live
Notice Date	30 days after Preliminary Approval.
Class Counsel’s Motion for Attorneys’ Fees, Litigation Expenses, and Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Date

Opt-Out Deadline	60 days after Notice Date
Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	70 days after Notice Date
Final Approval Hearing	120 days after entry of the Preliminary Approval Order
Motion for Final Approval	14 days before Final Approval Hearing Date
Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
Post Final Approval	
Cash Fund Payment Deadline	Within 30 days after the Effective Date
Payment of Attorneys' Fees and Expenses Class Representative Service Award	30 days after Effective Date
Settlement Website Deactivation	90 days after Effective Date

21. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

22. All Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Amended Agreement until further order of the Court.

23. In the event that the Amended Agreement is terminated pursuant to the terms of the Amended Agreement: all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into the Amended Agreement or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification and all other issues for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall

be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

IT IS SO ORDERED.

Dated: _____

Hon. J.P. Stadtmueller
UNITED STATES DISTRICT COURT JUDGE

— **EXHIBIT D** —

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

SUSAN GIASSON, on behalf of herself
and all others similarly situated;

Plaintiff,

v.

MRA – THE MANAGEMENT
ASSOCIATION, INC.,

Defendant.

Case No.: 2:24-cv-00839-JPS

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

On _____, this Court entered an order granting preliminary approval (the “Preliminary Approval Order”) (Doc. ___) of the Amended Class Action Settlement Agreement (the “Amended Agreement”) between Plaintiff Susan Giasson (“Plaintiff”), on their own behalf and on behalf of the Settlement Class (as defined below), and MRA – The Management Association, Inc. (“MRA” or “Defendant”) (collectively, the “Parties”), as memorialized in the Amended Agreement, which is Exhibit 1 (Doc. _____) to Plaintiff’s Unopposed Motion for Preliminary Approval of Amended Class Action Settlement;¹

Pursuant to the notice requirements set forth in the Amended Agreement and in the Preliminary Approval Order, the Class was notified of the terms of the proposed Amended Agreement, of the right of Class Members to opt-out, and the right of Settlement Class Members to object to the Amended Agreement and to be heard at a final approval hearing;

¹ The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning as defined in the Settlement Agreement, except as may otherwise be indicated.

On _____, the Court held a final approval hearing to determine, *inter alia*: (1) whether the terms and conditions of the Amended Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Amended Agreement; and (2) whether judgment should be entered dismissing this action with prejudice. Before the final approval hearing, a declaration of compliance with the provisions of the Amended Agreement and Preliminary Approval Order relating to notice was filed with the Court as required by the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the final approval hearing in support of or in opposition to the proposed Amended Agreement, the award of attorneys' Fee Award and Expenses to Class Counsel, and the payment of Service Awards to the Class Representative.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and Defendant's Counsel, having reviewed all of the submissions presented with respect to the proposed Amended Agreement, having determined that the Amended Agreement is fair, adequate, and reasonable, having considered the application made by Class Counsel for attorneys' Fee Award and Expenses, and the application for Service Awards to the Class Representative, and having reviewed the materials in support thereof, and good cause appearing:

IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.
2. The Amended Agreement was entered into in good faith following arm's length negotiations and is non-collusive.

3. The Amended Agreement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Amended Agreement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Amended Agreement.

4. This Court grants final approval of the Amended Agreement, including, but not limited to, the releases in the Amended Agreement, including all Released Claims, and the plans for implementation and distribution of the settlement benefits. The Court finds that the Amended Agreement is in all respects fair, reasonable, and in the best interest of the Settlement Class. Therefore, all Class Members who have not opted out of the Settlement Class are bound by this Final Approval Order and Judgment, approving the Amended Agreement.

5. The Parties and the Settlement Administrator shall effectuate the Amended Agreement in accordance with its terms. The Amended Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

OBJECTIONS AND OPT-OUTS

6. ___ objections were filed by Settlement Class Members. The Court has considered them and determined that they lack merit and are overruled. The Court therefore finds that this factor does not counsel against Amended Agreement approval.

7. All Settlement Class Members who have not objected to the Amended Agreement in the manner provided in the Amended Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

8. ___ Class Members timely and validly elected to opt out of the Amended Agreement and the Settlement Class.

CLASS CERTIFICATION

9. For purposes of the Amended Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following class (the “Settlement Class”):

All individuals residing in the United States whose Personal Information may have been compromised in the Security Incident², including all those individuals who received notice of the breach.

10. The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Federal Rule of Civil Procedure 23(a) and (b)(3) set forth in the Preliminary Approval Order.

11. The Court grants final approval to the appointment of Plaintiff Susan Giasson as Class Representative. The Court concludes that the Class Representative has fairly and adequately represented the Settlement Class and will continue to do so.

12. The Court grants final approval to the appointment of Cassandra P. Miller of Strauss Borrelli PLLC as Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

NOTICE TO THE CLASS

13. The Court finds that the Notice, set forth in the Amended Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the

² “Security Incident” is defined in the Amended Settlement Agreement to mean the data breach incidents or other unauthorized access to data discovered by Defendant in July 2023 and/or January 2024.

circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Amended Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Amended Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

14. The Court finds that Defendant fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, as set out in _____ of the Simpluris Declaration filed in support of the Unopposed Motion for Final Approval.

AWARD OF ATTORNEYS' FEES AND SERVICE AWARDS

15. The Court has considered Class Counsel's Motion for Attorneys' Fees and Expense Award and Service Awards. The Court awards Class Counsel the sum of \$258,307.50 as its attorneys' Fees and Expense Award, and the Court finds this amount of fees and expenses to be fair and reasonable. The Fees and Expense Award payment shall be paid in accordance with the Amended Agreement.

16. The Court grants Class Counsel's request for a Service Award to the Class Representative and awards \$5,000 to Plaintiff Susan Giasson. The Court finds that this payment is justified by their service to the Settlement Class. The Service Award payments shall be paid in accordance with the Amended Agreement.

OTHER PROVISIONS

17. The Parties to the Amended Agreement and the Settlement Administrator shall carry out their respective obligations thereunder.

18. Within the time period set forth in the Amended Agreement, the Cash Fund Payment provided for in the Amended Agreement shall be made available to the Settlement Class Members pursuant to the terms and conditions of the Amended Agreement.

19. As of the Effective Date, and in consideration of the promises and covenants set forth in this Amended Agreement, each Settlement Class Member, including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, waived, and discharged all Released Claims against all Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims is asserted.

21. “Released Claims” shall collectively mean all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, legal, statutory, or equitable, pleaded or that could have been pleaded that arise from or are related in any way to the Security Incident.

22. Settlement Class Members, including the Class Representative, and any of them, 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 Released Claims but the Class Representative expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the date the Judgment becomes Final, fully, and finally and forever settled and released any and all Released Claims against the Released Parties. The

Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Amended Agreement of which this release is a part.

23. The terms of the Amended Agreement and this Final Approval Order and Judgment shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorney's fees, costs, interest, or expenses that arise out of or relate to the allegations or subject matter of the Litigation and/or the Plaintiff's Class Action Complaint.

24. This Final Approval Order and Judgment and the Amended Agreement, and all acts, statements, documents, or proceedings relating to the Amended Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability for litigation of any claims, including but not limited to claims that have been, or could have been, asserted in the action. This Final Approval Order and Judgment, the Amended Agreement, and all acts, statements, documents or proceedings relating to the Amended Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of the propriety of class certification or of any liability or wrongdoing of any nature or that Plaintiff, any Settlement Class Member, or any other person has suffered any damage; *provided, however*, that the Amended Agreement and this Final Approval Order and Judgment may be filed in any action by Defendant, Settlement Class Counsel, or

Settlement Class Members seeking to enforce the Amended Agreement or the Final Approval Order and Judgment (including but not limited to enforcing the releases contained herein).

25. The Amended Agreement and Final Approval Order and Judgment shall not be construed or admissible as an admission by Defendant that Plaintiff's claims or any similar claims are suitable for class treatment. The Amended Agreement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

26. The Court hereby dismisses the Plaintiff's Class Action Complaint and all claims therein on the merits and with prejudice, without fees or costs to any Party, except as provided in this Final Approval Order and Judgment.

27. Consistent with Paragraph 76 of the Amended Agreement, if the Effective Date, as defined in the Amended Agreement, does not occur for any reason, then all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the *status quo ante* in the Litigation as if the Parties had not entered into this Agreement or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification and all other issues for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any

person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

ENTERED:

DATED: _____, 2025

By: _____

The Honorable J.P. Stadtmueller
United States District Judge

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$775K Management Association Settlement Ends Class Action Lawsuit Over 2023, 2024 Data Breaches](#)
