
DANIEL PEARSON, GABRIELLA
JENICH, MARGARET HETZLER, LISA
MITCHELL, SUE MAURER, MICHAEL
COLLINS, JENNIFER JOHNSON-HEISS,
MARY DONAHUE, and MALEAH
MOSKOFF individually and on behalf of all
others similarly situated,

Case No.: 2024-CV-001077

Plaintiffs,

CLASS ACTION

v.

JURY TRIAL DEMANDED

GROUP HEALTH COOPERATIVE OF
SOUTH CENTRAL WISCONSIN,

Defendant.

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a non-profit member-owned health plan providing healthcare to tens of thousands of individuals in south central Wisconsin. To facilitate Defendant's provision of healthcare services to its members and their dependents, which include current and former patients and insureds, Defendant stored Private Information, including names, addresses, telephone

¹ All capitalized terms herein shall have the same meanings as those defined in Section II below.

numbers, email addresses, dates of birth, Social Security numbers, member names, and Medicare/Medicaid numbers, regarding those members and their dependents.

2. On January 24, 2024, Defendant detected suspicious activity on its computer systems. It later confirmed that cybercriminals may have gained unauthorized access to some of the Private Information belonging to up to 533,809 individuals.

3. On or about April 8, 2024, Defendant began notifying the people potentially impacted in the Data Incident and advising that some of their Private Information may have been improperly accessed.

4. On April 11, 2024, Plaintiff Daniel Pearson filed the first class action lawsuit in the Circuit Court of Dane County, Wisconsin, for the possible exposure of his, and all other similarly situated persons' Private Information, seeking money damages and injunctive relief.

5. Thereafter, six additional related actions were filed in Dane County, with related claims and seeking to represent overlapping putative classes.

6. Plaintiffs' counsel conferred and agreed to consolidate the actions, self-organize, and work cooperatively with one another.

7. On May 10, 2024, Defendant filed Notices of Removal, removing the Related Actions to the United States District Court for the Western District of Wisconsin, arguing the court had jurisdiction over the Related Actions pursuant to the federal Class Action Fairness Act ("CAFA") and other Federal jurisdictional bases. On June 4, 2024, Defendant filed Amended Notices of Removal, stating alleged grounds for removal in addition to CAFA.

8. On July 12, 2024, Plaintiffs filed Motions to Remand the Related Actions to Dane County Circuit Court, which the court granted on February 12, 2025.

9. On March 13, 2025, Defendant filed Notices of Appeal to the United States Court of Appeals for the Seventh Circuit from the orders granting Plaintiffs' Motions to Remand.

10. On March 17, 2025, the Seventh Circuit, *sua sponte*, consolidated the related actions.

11. Before the appeal was heard, the Parties decided to conserve resources and explore resolution of the entire action. The Parties set a mediation with an experienced class action mediator, Bennett Picker, Esq. of Stradley Ronon Stevens & Young, LLP.

12. In advance of mediation, Plaintiffs requested and Defendant produced informal discovery related to liability and damages, including, but not limited to, the number of individuals potentially impacted by the Data Incident, the states in which they resided on the date of the Data Incident, the categories of Private Information involved, and the security enhancements taken since the Data Incident to better protect its computer systems from future data incidents. The Parties also exchanged detailed Mediation Statements outlining their positions with respect to liability, damages, and settlement.

13. The mediation took place on May 15, 2025. After a full day of negotiations, the Parties were unable to agree to the material terms of the Settlement. However, over the next three weeks, with the assistance of the mediator, the Parties were able to reach an agreement to resolve all claims on a classwide basis.

14. The Parties now agree to settle the Action entirely, without any admission by the Defendant of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Data Incident as it relates to it, and to avoid the litigation costs and expenses, distractions, burdens, and disruptions to its business

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

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

II. Definitions

15. “**Action**” means the above-consolidated action.

16. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement between Plaintiffs and Defendant, and all exhibits hereto.

17. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking attorneys’ fees, reimbursement for costs and expenses, and Service Awards for the Class Representatives.

17. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash.

18. “**Cash Payment A – Documented Losses**” means the cash compensation that Settlement Class Members with documented losses may elect under the Settlement.

19. “**Cash Payment B – Alternate Cash**” means the *pro rata* cash compensation that Settlement Class Members may elect under the Settlement.

20. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 4*, which may be modified as necessary, subject to the Parties’ approval.

21. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Settlement Class Member Benefit.

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

23. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator determines which Claims are Valid Claims.

24. “**Class Counsel**” means: Ben Barnow of Barnow and Associates, P.C. and Jeff Ostrow of Kopelowitz Ostrow P.A.

25. “**Class List**” is the class list provided by Defendant to the Settlement Administrator. The Class List shall include the Settlement Class members’ names, email addresses (if available) and physical mailing addresses (if available).

26. “**Class Representatives**” means the Plaintiffs the Court approves to serve on behalf of the Settlement Class.

27. “**Complaint**” means the Consolidated Complaint filed on August 13, 2025.
28. “**Court**” means the Dane County Circuit Court and the Judge(s) assigned to the Action.
29. “**Data Incident**” means the unauthorized access to or acquisition of the Private Information that Defendant discovered on January 24, 2024, as a result of the infiltration of Defendant’s computer systems.
30. “**Defendant**” means Group Health Cooperative of South Central Wisconsin.
31. “**Defendant’s Counsel**” means Thomas Heneghan and Jacob Harris of Husch Blackwell LLP.
32. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.
33. “**Email Notice**” means the email form of Notice of the Settlement, if email addresses are maintained by the Defendant, substantially in the form attached hereto as ***Exhibit 1***, and distributed to Settlement Class Members.
34. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.
35. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

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

37. **“Final Approval Order”** means the final order the Court enters granting Final Approval of the Settlement. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees, costs, and expenses awarded.

38. **“Long Form Notice”** means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 3*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail upon request to the Settlement Administrator.

39. **“Medical Data Monitoring”** means the CyEx monitoring product with three years of monitoring that Settlement Class Members may elect as a Settlement Class Member Benefit under the Settlement.

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

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

42. **“Net Settlement Fund”** means the amount of the Settlement Fund following payment of Settlement Administration Costs, and any Court-approved attorneys’ fees, costs and expenses, and Service Awards.

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

44. **“Notice Date”** means the date certain by which the sending of notice must be commenced, and that is exactly thirty (30) days following the entry of the Preliminary Approval Order.

45. **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class and may consist of Email Notice, Postcard Notice, and Long Form Notice, along with the Settlement Website and the Settlement telephone number.

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

47. **“Objection Deadline”** means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may object to the Settlement.

48. **“Opt-Out Deadline”** means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may opt-out of the Settlement.

49. **“Party”** means each of the Plaintiffs and Defendant, and **“Parties”** means Plaintiffs and Defendant collectively.

50. **“Plaintiffs”** means Daniel Pearson, Gabriella Jenich, Margaret Hetzler, Lisa Mitchell, Sue Maurer, Michael Collins, Jennifer Johnson-Heiss, Mary Donahue, and Maleah Moskoff.

51. **“Private Information”** means the personally identifiable information and private health information which consists of some combination of the following: names, addresses, telephone numbers, email addresses, dates of birth, Social Security numbers, member names, and Medicare/Medicaid numbers.

52. **“Postcard Notice”** means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that the Settlement Administrator may disseminate to Settlement Class Members by mail.

53. **“Preliminary Approval”** means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

54. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 5***.

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

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

57. **“Released Parties”** means Defendant and Defendant’s past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys,

insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

58. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

59. **“Service Awards”** means the cash payments the Court may award the Class Representatives for serving as representatives for the Settlement Class.

60. **“Settlement Administrator”** means Kroll Settlement Administration, LLC (“Kroll”).

61. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

62. **“Settlement Class”** means all individuals residing in the United States who were sent a notice of the Data Incident and all individuals residing in the United States whose Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

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

64. **“Settlement Class Member Benefit”** means the Cash Payment and/or Medical Data Monitoring, elected by Settlement Class Members.

65. “**Settlement Fund**” means the non-reversionary all cash \$3,500,000 fund that Defendant is obligated to fund or cause to be funded pursuant to Section III herein.

66. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, Expenses, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

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

III. Settlement Fund

68. Within 30 days of Preliminary Approval, Defendant shall fund or cause to be funded the entire \$3,500,000 Settlement Fund. In the event there is no Final Approval or the Effective

Date does not occur, following the payment of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned to the Defendant.

69. The Settlement Fund shall be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; (2) all Settlement Administration Costs; and (3) any attorneys' fees, costs, and Service Awards approved by the Court.

70. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. The Settlement Fund shall earn a reasonable rate of interest, and all interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

71. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided, however, that if a Final Approval

Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Class Member Benefits

72. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. All Settlement Class Members may also elect to receive Medical Data Monitoring in accordance with the terms of this paragraph. All Cash Payments will be subject to a pro rata (a) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund or (b) decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net Settlement Fund. For purposes of calculating the pro rata increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Medical Data Monitoring, then for Cash Payments. Any pro rata increases or decreases will be on an equal percentage basis. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of reasonable documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated

or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

b. Cash Payment B – Alternate Cash

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is an alternative cash payment in the estimated amount of \$100.00. For the purposes of calculating prorated claim value as specified in Paragraph 72, the initial value of Cash Payment B claims shall be \$100.

c. Medical Data Monitoring

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Medical Data Monitoring that will include three years of CyEx's medical data monitoring product that will include: (i) real time monitoring of the credit file with one credit bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii)

security freezing assistance; (iv) victim assistance; (v) \$1,000,000.00 in identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft.

d. Injunctive Relief

The cost of any security measures Defendant implemented following the Data Incident (or will implement) to protect the Settlement Class's Private Information from future disclosure resulting from a subsequent data incident are Defendant's responsibility and will not come out of the Settlement Fund.

VI. Settlement Approval

73. Plaintiffs' Motion for Preliminary Approval shall, among other things, request the Court to: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program and the form and content of the Notices; (4) approve the Claim Process and the form and content of the Notices; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Kroll as Settlement Administrator; (7) appoint Plaintiffs as Class Representatives and Ben Barnow and Jeff Ostrow as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

74. The Parties agree that, subject to Court approval, Kroll shall be the Settlement Administrator. Class Counsel shall oversee the Settlement Administrator. The Settlement

Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

75. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, and ensuring the distribution of all Settlement Class Members Benefits.

76. The Settlement Administrator's duties include the following:

- a. Complete the Court-approved Notice Program by noticing the Settlement Class by Email Notice or Postcard Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- b. Establish and maintain the Settlement Fund and the Escrow Account;
- c. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- d. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;
- e. Establish and maintain an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- f. Respond to any mailed Settlement Class Member inquiries;

- g. Process all opt-out requests from the Settlement Class;
- h. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- i. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- j. Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check;
- k. Ensure the issuance of the Medical Data Monitoring activation codes to all Settlement Class Members who elect Medical Data Monitoring;
- l. Pay Court-approved attorneys' fees and costs out of the Settlement Fund;
- m. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and
- n. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Medical Data Monitoring activation codes have been properly distributed.

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

77. Defendant will provide the Settlement Administrator with the Class List no later than 7 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

78. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the Email Notice, Postcard Notice, and Long Form Notice approved by the Court.

79. The Email Notice and Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) how to submit a Claim Form; (c) the Claim Form Deadline; (d) the Opt-out Deadline which is the last day for Settlement Class Members to opt-out of the Settlement Class; (e) the Objection Deadline which is the last day for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (f) the Final Approval Hearing date; and (g) the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

80. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement

Website makes available the Court-approved online Claim Form that can be submitted online directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

81. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time until the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

82. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs and Expenses, and Service Awards, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be sent to the Clerk of Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have opted-out of the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions.

If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

83. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, Expenses, and Service Awards;
 - e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
 - f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
 - g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

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

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

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

84. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. To the extent better addresses are found, the Settlement Administrator should attempt to remail the Postcard Notice.

IX. Claim Process and Disbursement of Cash Payments

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

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

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

88. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

89. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

90. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using

the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 21 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

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

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication;

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph;

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants; and

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

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

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

95. No later than 75 days after Final Approval or 30 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

96. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Following Final Approval, the Settlement Administrator will send Settlement Class Members an email to select a form of electronic payment or to receive payment by paper check. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Settlement Class Members shall have 90 days to select their form of payment. Paper checks must be negotiated within 90 days of issuance. In the event the Settlement Administrator is unable to distribute funds to the Settlement Class Members entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and such Settlement Class Members shall forfeit their entitlement right to the funds.

97. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class Members are sent an email to select their form of payment, said funds attributable to unclaimed and undeliverable funds shall be treated as residual funds as described in Section XII.

98. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include an election for Medical Data Monitoring with information on how to enroll in the Medical Data Monitoring, including the activation code.

X. Final Approval Order and Final Judgment

99. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs and Expenses, and Service Awards, no later than 14 days before the Objection Deadline and Opt-Out Deadline. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Expenses, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs and Expenses, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

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

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine the completed Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the Released Parties from the Released Claims, as specified in Section XIII below; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Attorneys' Fees, Costs, and Service Awards

101. *Attorneys' Fees, Costs, and Expenses* - Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of costs and expenses. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund within five days of the Effective Date.

102. *Service Awards* – Class Counsel shall apply to the Court for Service Awards for the Class Representatives in the amount of \$2,500.00 each. The Service Awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund within five days of the Effective Date.

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

XII. Disposition of Residual Funds

104. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class Members are sent an email to select their form of payment, any residual shall be distributed to the Wisconsin Trust Account Foundation, Inc. pursuant to Wisconsin Rule of Civil Procedure 803.08(10).

XIII. Releases

105. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged Defendant from any and all Released Claims.

106. The Releasing Parties expressly waive all rights under California Civil Code section 1542, which provides:

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

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, based on any of the Released Claims.

107. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims arising out of related to the Data Incident and will not obtain any of the Settlement Class Member Benefits under the Settlement.

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

109. The power to enforce any term of this Settlement is not affected by the releases in this section.

XIV. Termination of Settlement

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

a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

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

112. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this

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

113. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to the Defendant as described hereinabove. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid or incurred.

XV. Effect of Termination

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

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

XVI. No Admission of Liability

116. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

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

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

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

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

XVII. Miscellaneous Provisions

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

122. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

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

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

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

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

128. ***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 Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed an original.

129. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement

Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

130. **Notices.** All notices provided for herein shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Ben Barnow
Barnow and Associates, P.C.
205 W. Randolph Street, Ste. 1630
Chicago, IL 60606
b.barnow@barnowlaw.com

Jeff Ostrow
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

If to Defendant or Defendant's Counsel:

Thomas Heneghan
Husch Blackwell LLP
80 South Eighth Street, Ste. 4800
Minneapolis, MN 55402
Tom.heneghan@huschblackwell.com

Jacob Harris
Husch Blackwell LLP
33 East Main Street, Ste. 300
Madison, WI 53703
Jacob.harris@huschblackwell.com

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

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

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

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

134. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

135. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and

settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

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

CLASS COUNSEL (On Behalf of the Plaintiffs and the Settlement Class)



BEN BARNOW
BARNOW AND ASSOCIATES, P.C.



JEFF OSTROW
KOPELOWITZ OSTROW P.A.

**GROUP HEALTH COOPERATIVE
OF SOUTH CENTRAL WISCONSIN**



By: Mark P. Huth, MD
Its President & CEO

**COUNSEL FOR GROUP HEALTH COOPERATIVE
OF SOUTH CENTRAL WISCONSIN**



**THOMAS HENEGHAN
HUSCH BLACKWELL LLP**



**JACOB HARRIS
HUSCH BLACKWELL LLP**

Exhibit 1

Pearson, et al. v. Group Health Cooperative of South Central Wisconsin

Case No. 2024-CV-001077

Circuit Court of Dane County, Wisconsin

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued

Why am I receiving this notice?

A Settlement has been reached with Group Health Cooperative of South Central Wisconsin (“GHSCSW”) in a class action lawsuit. The case is about the January 24, 2024, cyberattack on GHSCSW’s networks (“Data Incident”), during which files containing private information were potentially accessed. GHSCSW denies that it did anything wrong. 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 at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Who is included in the Settlement?

The Court has defined the class as all individuals residing in the United States who were sent a notice of the Data Incident and all individuals residing in the United States whose Private Information may have been impacted in the Data Incident (“Class”). Please see the Settlement Website for further details.

The Court has appointed experienced attorneys to represent the Class.

What are the Settlement benefits?

All Class members can enroll in 3 years of medical data monitoring services from CyEx. All Class members can *also* claim one of the following **cash payment** options: (1) if you have documented losses you can get back up to **\$5,000** for out-of-pocket losses; *or* (2) you can claim an alternative cash payment, which is estimated to be about **\$100** but may be smaller or larger.

How do I receive a benefit?

To claim medical data monitoring services and either documented losses or an alternative cash payment, simply complete a claim form at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or call **1-XXX-XXX-XXXX** to request a claim form be sent to you by mail. **Claims must be submitted online or postmarked by [Claims Deadline].**

What if I don’t want to participate in the Settlement?

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue GHSCSW 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 at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), 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 **[ADDRESS]**, to consider whether to approve the Settlement. The Court will also consider Class counsel's request for attorneys' fees of up to \$1,166,666.67, reimbursement of litigation costs and expenses, and \$2,500.00 for each of the Plaintiffs. 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) FOR COMPLETE INFORMATION.

Exhibit 2

GHCSCW Data Incident Settlement
c/o Settlement Administrator
P.O. Box
CITY, STATE, ZIP CODE

***Pearson, et al. v. Group Health Cooperative of
South Central Wisconsin***

Case No. 2024-CV-001077

Circuit Court of Dane County, Wisconsin

**IF YOU WERE IMPACTED BY THE
January 24, 2024, GHCSCW
DATA INCIDENT, A PROPOSED CLASS ACTION
SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO BENEFITS
AND A CASH PAYMENT.**

For more information about the proposed class action settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or call toll-free 1-XXX-XXX-XXXX

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

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 Group Health Cooperative of South Central Wisconsin ("GHSCSW") in a class action lawsuit. The case is about the January 24, 2024, cyberattack on GHSCSW's networks ("Data Incident"), during which files containing private information were potentially accessed. GHSCSW denies that it did anything wrong. 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 at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Who is included in the Settlement?

The Court has defined the class as all individuals residing in the United States who were sent a notice of the Data Incident and all individuals residing in the United States whose Private Information may have been impacted in the Data Incident ("Class"). Please see the Settlement Website for further details. The Court has appointed experienced attorneys to represent the Class.

What are the Settlement benefits?

All Class members can enroll in 3 years of medical data monitoring services from CyEx. All Class members can **also** claim one of the following **cash payment** options: (1) if you have documented losses you can get back up to **\$5,000** for out-of-pocket losses; **or** (2) you can claim an alternative cash payment, which is estimated to be about **\$100** but may be smaller or larger.

Full details and instructions are at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

How do I receive a benefit?

To claim medical data monitoring services and/or the alternative cash payment, simply complete the attached Claim Form, tear at perforation, and return by U.S. Mail. Postage is already paid. To submit a claim for out-of-pocket losses, visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or call **1-XXX-XXX-XXXX**. Claims must be submitted online or postmarked by **[Claims Deadline]**.

What if I don't want to participate in the Settlement?

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue GHSCSW 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 at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), 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 **[ADDRESS]**, to consider whether to approve the Settlement. The Court will also consider Class counsel's request for attorneys' fees of up to \$1,166,666.67, reimbursement of litigation costs and expenses, and \$2,500.00 for each of the Plaintiffs. 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.



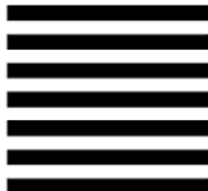


BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



GHCSCW Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
CITY, STATE, ZIP CODE



GHCSCW Data Incident Settlement

«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»

Complete this Claim Form, tear at perforation, and return by
U.S. Mail no later than **Claims Deadline**.

Login ID: «LoginID»
PIN: «PIN»

Note: Claims for reimbursement of out-of-pocket losses require supporting documentation and must be submitted online at www.SettlementWebsite.com or mailed to the Settlement Administrator with a separate Claim Form.)

☐

Check this box to enroll in Medical Data Monitoring services.

☐

Check this box to claim an Alternative Cash Payment.

How would you like to be paid:

Check **one**: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Check (sent to above address)

If you have selected a digital payment option, please provide your email address below. Please **PRINT** your email address **LEGIBLY** and doublecheck that it is correct:

You must notify the Settlement Administrator if your contact information is different from what is shown above, or changes after you submit this form.

Exhibit 3

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

PLEASE READ THIS NOTICE CAREFULLY

To: All individuals residing in the United States who were sent a notice of the data incident that occurred on Group Health Cooperative of South Central Wisconsin's ("GHCSCW" or "Defendant") network systems on or about January 24, 2024 (the "Data Incident"), and all individuals residing in the United States whose personally identifiable information or private health information ("Private Information") may have been impacted in the Data Incident ("Settlement Class" and each individual a "Settlement Class Member").

A proposed settlement of claims against Defendant has been reached in a proposed class action lawsuit ("Settlement"). The lawsuit asserted claims against Defendant related to the Data Incident.

If you are a member of the Settlement Class, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	This is the only way you can get a payment or a code for medical data monitoring services.
OBJECT TO THE SETTLEMENT BY [DATE]	Write to the Court with reasons why you do not agree with the Settlement.
OPT-OUT OF THE SETTLEMENT BY [DATE]	You will receive no benefits from the Settlement, but you will retain your legal claims against the released parties.
GO TO THE FINAL APPROVAL HEARING ON [DATE]	You may ask the Court for permission for you or your attorney to speak about your objection at the final approval hearing.
DO NOTHING	You will not get any compensation or medical data monitoring from this Settlement and you will give up certain legal rights. Submitting a Claim Form is the only way to obtain payment or medical data monitoring from this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.XXXXXXXXXXXXXX.com, or call 1- - - .
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals of the Court's order granting final approval are resolved.

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this proposed class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the settlement administrator appointed by the Court (“Settlement Administrator”) will distribute the payments and credit monitoring codes that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Circuit Court of Dane County, Wisconsin. The case is known as *Pearson, et al. v. Group Health Cooperative of South Central Wisconsin*, No. 2024-CV-001077 (“Lawsuit”). The people who filed the Lawsuit are called the Plaintiffs and the entity they sued, Group Health Cooperative of South Central Wisconsin, is called the Defendant.

2. What is this lawsuit about?

The Lawsuit claims that Defendant was responsible for failing to prevent the Data Incident and asserts claims such as: negligence, negligence per se, breach of fiduciary duty, breach of implied contract, and unjust enrichment. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Incident.

Defendant has denied and continues to deny all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

3. What is a class action?

In a class action, one or more people called class representatives sue on behalf of people who they allege have similar claims. Together, all these people are called a class or class members. One Court and one judge resolves the issues for all class members, except for those who opt out of the settlement.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Defendant. Instead, Plaintiffs and Defendant negotiated a settlement that allows both Plaintiffs and Defendant to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to obtain payment and credit monitoring services without further delay. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members. This Settlement does not mean that Defendant did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of this Settlement as a Settlement Class Member if you reside in the United States and were sent a notice of the Data Incident or your Private Information may have been impacted in the Data Incident.

6. Are there exceptions to being included in the Settlement?

Yes. Specifically excluded from the Settlement Class are (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Litigation, that Judge's immediate family, and Court staff.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

Defendant will create a settlement fund of \$3,500,000.00 ("Settlement Fund"), which will be used to pay for (i) reasonable notice and settlement administration costs incurred pursuant to the Settlement Agreement as approved by the Parties and approved by the Court; (ii) any taxes owed by the Settlement Fund; (iii) any service awards approved by the Court; (iv) any attorneys' fees, costs, and expenses as approved by the Court; and (v) any benefits to Settlement Class Members, pursuant to the terms and conditions of the Settlement. The benefits to Settlement Class Members are explained below:

Medical Data Monitoring: Settlement Class Members are eligible to receive three years of CyEx's medical data monitoring product that will include: (i) real time monitoring of the credit file with one credit bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) security freezing assistance; (iv) victim assistance; (v) \$1,000,000.00 in identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft.

Documented Losses: Settlement Class Members may submit a claim for up to \$5,000.00 per Settlement Class Member upon presentation of reasonable documented losses related to the Data Incident ("Documented Losses"). To receive a payment for Documented Losses, a Settlement Class member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members will not be reimbursed for expenses if they have been reimbursed for the same expenses

by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise.

Alternative Cash Payment: As an alternative to a claim for Documented Losses, Settlement Class Members may submit a claim to receive a pro rata cash payment from the Settlement Fund (“Alternative Cash Payment”). The amount of the Alternative Cash Payment will be calculated in accordance with the Settlement Agreement, which provides for a distribution of the Settlement Fund to first cover other costs and then distribute the remaining funds evenly amongst Settlement Class Members who elected to receive an Alternative Cash Payment. The Alternative Cash Payment is estimated to be approximately \$100.00, but will be determined based on the methods discussed above.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

8. How do I get benefits from the Settlement?

To ask for a payment, you must complete and submit a Claim Form. Claim Forms are available at www.xxxxxxxxxxx.com, where you may also submit your Claim Form online. You may also request one by mail by calling 1-XXX-XXX-XXXX. Read the instructions carefully, fill out the Claim Form, and either submit it online or mail it postmarked no later than **Month Day, 2025** to:

GHCSW Data Incident Settlement Administrator
PO Box XXXXX
[city, state, ZIP]

9. How will claims be decided?

The Settlement Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Settlement Administrator may require additional information from any claimant. If the required information is not timely provided, the claim will be considered invalid and will not be paid.

Additional information regarding the claims process can be found in Section **IX** of the Settlement Agreement, available at www.xxxxxxxxxxx.com.

10. When will I get my payment?

The Court has scheduled a hearing at **: 0 .m.** on **Month _____, 2025** (though this date may change), to decide whether to finally approve the Settlement (“Final Approval Hearing”). If the Court finally approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

REMAINING IN THE SETTLEMENT

11. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a payment or medical data monitoring services, you must submit a Claim Form postmarked or submitted online by **Month Day, 2025**.

12. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue Defendant for the claims being resolved by this Settlement. The specific claims you are giving up against Defendant are described in Section XIII of the Settlement Agreement. You will be “releasing” Defendant and all related people or entities as described in Section XIII of the Settlement Agreement. The Settlement Agreement is available at www.xxxxxxxxxxxx.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what this means, you can talk to the attorneys listed in Question 16 for free or you can talk to your own lawyer at your own expense.

OPTING OUT OF THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue Defendant about issues in the Lawsuit, then you must take steps to opt out of the Settlement Class.

13. If I opt out, can I still get payment from the Settlement?

No. If you opt out of the Settlement, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

14. If I do not opt out, can I sue Defendant for the same thing later?

No. Unless you opt out from the Settlement, you give up any right to sue Defendant for the claims that this Settlement resolves. You must opt out of the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you opt out, do not submit a Claim Form to ask for a payment.

15. How do I get out of the Settlement?

To opt out of the Settlement, you must send a letter by mail stating that you want to opt out of the Settlement. Your letter must be personally signed by the Settlement Class Member and contain the requestor’s name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. You must mail your opt-out request postmarked no later than **Month Day, 2025** to:

GHCSW Data Incident Settlement Administrator
PO Box XXXXX
[city, state, ZIP]

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed Ben Barnow of Barnow and Associates, P.C. and Jeff Ostrow of Kopelowitz Ostrow P.A. to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys' fees not to exceed \$1,166,666.67, in addition to reasonable costs and expenses incurred in prosecuting the Litigation. Class Counsel will also request approval of service awards of \$2,500.00 each for the Plaintiffs, also known as Class Representatives.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

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

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file with the Court and mail copies to Class Counsel, Defendant's Counsel, and the Settlement Administrator a written notice stating that you object to the Settlement.

Your objection must include:

- a. your full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times you have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Class Counsel's application for attorneys' fees, costs, and service awards;

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

f. whether your counsel will appear at the Final Approval Hearing;

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

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

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

Your objection must be filed with the Clerk for the Circuit Court of Dane County, 215 S Hamilton St., Room 1000, Madison, WI 53703, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses below no later than **Month Day, 2025**.

CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Ben Barnow Barnow and Associates, P.C. 205 W. Randolph Street, Ste. 1630 Chicago, IL 60606 b.barnow@barnowlaw.com Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301 ostrow@kolawyers.com	Thomas Heneghan Husch Blackwell LLP 80 South Eight Street, Ste. 4800 Minneapolis, MN 55402 tom.heneghan@huschblackwell.com Jacob Harris Husch Blackwell LLP 33 East Main Street, Suite 300 Madison, WI 53703 jacob.harris@huschblackwell.com	[INSERT]

19. What is the difference between objecting to and opting out of the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Opting out is telling the Court that you do not want to be part of the Settlement Class in this Settlement. If you opt out of the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to finally approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the Final Approval Hearing if you opt out of the Settlement.

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

The Court will hold a Final Approval Hearing at : 0 .m. on Month Day, 2025, in the Circuit Court of Dane County, 215 S Hamilton St., Room 4105, Madison, WI 53703. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 18). The Court will also decide whether to approve attorneys' fees and reasonable costs to Class Counsel, and service awards to the Class Representatives.

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

22. May I speak at the Final Approval Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in Question 18 above. You cannot speak at the hearing if you opt out of the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not receive any compensation from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and the release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or related parties about the issues involved in the Lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

24. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.xxxxxxxxxx.com, or by writing to the GHCSW Data Incident Settlement Administrator, P.O. Box XX, [Location].

25. How do I get more information?

Go to www.xxxxxxxxxx.com, call 1 [redacted], or write to the **GHCSCW Data Incident Settlement Administrator**, P.O. Box XX, [Location]

*Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer any questions regarding the Settlement or the Lawsuit.*

Exhibit 4

**Your claim must be
submitted online or
postmarked by:**

[DATE]

CLAIM FORM FOR DATA INCIDENT SETTLEMENT

*Pearson, et al. v. Group Health Cooperative of South Central
Wisconsin*
Case No. 2024-CV-001077

GHCSW

GENERAL INSTRUCTIONS

If you were notified that that your personal information may have been impacted as a result of the cyberattack on Group Health Cooperative of South Central Wisconsin's ("GHCSW") computer systems, which occurred on or about January 24, 2024 ("Data Incident"), you are a member of the proposed class action settlement ("Settlement Class Member") and are eligible to complete this Claim Form. GHCSW is a non-profit member-owned health plan operating in south central Wisconsin. If you are a Settlement Class Member, you are eligible to request three years of medical data monitoring ("Medical Data Monitoring") in addition to either reimbursement for documented losses up to \$5,000.00 or an alternative cash payment, which is estimated to be \$100.00 but may change based on the amount remaining in the Settlement Fund (as defined in the Settlement Agreement) after the amounts in the Settlement Fund have been distributed in accordance with the Settlement Agreement.

Please read this Claim Form carefully and answer all questions. Failure to provide required information could result in a denial of your claim.

This Claim Form may be submitted electronically via the settlement website at **[INSERT]** or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

GHCSW Data Incident
c/o Settlement Administrator
[INSERT ADDRESS]

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify **[REDACTED]**, the Settlement Administrator, if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

----------------------	----------------------

Email Address

Telephone Number

II. PROOF OF SETTLEMENT CLASS MEMBERSHIP

Questions? Go to **[INSERT]** or call **[INSERT]**

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

CLAIM FORM FOR DATA INCIDENT SETTLEMENT

*Pearson, et al. v. Group Health Cooperative of South Central
Wisconsin*
Case No. 2024-CV-001077

GHCSCW

- ☐ Check this box to certify that you received a notification that your personal data may have been impacted in the Data Incident.

Enter the Unique ID Number provided on the Notice you received from the Settlement Administrator:

Unique ID Number

III. CREDIT/MEDICAL MONITORING AND IDENTITY THEFT PROTECTION

- ☐ Check this box if you wish to receive three years of Medical Data Monitoring, specifically, CyEx's medical data monitoring product that will include: (i) real time monitoring of the credit file with one credit bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) security freezing assistance; (iv) victim assistance; (v) \$1,000,000.00 in identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft.

IV. ALTERNATIVE CASH PAYMENT

- ☐ Check this box if you wish to receive an alternative cash payment instead of reimbursement for documented losses. The amount of the alternative cash payment is estimated to be \$100.00, but the amount will depend on the amount of claims and the amount of funds remaining in the Settlement Fund after all other distributions have been made, as explained in the Settlement Agreement.

*You may **NOT** claim the alternative cash payment AND claim reimbursement for documented losses. If you claim the alternative cash payment, you give up the right to receive reimbursement for documented losses.*

V. REIMBURSEMENT FOR DOCUMENTED LOSSES

All members of the Settlement Class who submit a valid claim using this Claim Form and supporting documentation are eligible for reimbursement of documented out-of-pocket losses up to \$5,000.00 that were incurred as a result of the Data Incident, so long as they did not select the alternative cash payment above.

You must reasonably describe the documented losses, provide supporting documentation, and attest that the losses were incurred, more likely than not, as a result of the Data Incident. Please provide as much information as you can to help us determine if you are entitled to a settlement payment.

*Examples: Unreimbursed fraud, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), fees for credit reports, credit monitoring, or other identity theft insurance products purchased between January 24, 2024 and **[CLAIM DEADLINE]**.*

- ☐ I incurred documented losses as a result of the Data Incident totaling \$ _____ (max \$5,000.00).

Questions? Go to **[INSERT]** or call **[INSERT]**

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

CLAIM FORM FOR DATA INCIDENT SETTLEMENT

*Pearson, et al. v. Group Health Cooperative of South Central
Wisconsin*
Case No. 2024-CV-001077

GHCSCW

Describe your documented losses below, including the date the loss was incurred and its relation to the Data Incident:

Documentation of losses is required. You may mark out any transactions that are not relevant to your claim before sending in the documentation.

If you are seeking reimbursement for fees, expenses, or charges, you **MUST** attach a copy of a statement from the company that charged you, or a receipt for the amount you incurred. If you are seeking reimbursement for credit reports, credit monitoring, or other identity theft insurance products purchased between January 24, 2024, and [CLAIM DEADLINE], you **MUST** attach a copy of a receipt or other proof of purchase for each credit report or product purchased.

Examples: Phone bills, postage receipts, receipts or account statements reflecting purchases made for credit monitoring or identity theft insurance services.

All documented losses must be more likely than not attributable to the Data Incident and must not have been previously reimbursed.

☐ I attest and affirm under penalty of perjury that to the best of my knowledge and belief any claimed documented losses have not been previously reimbursed and were incurred as a result of the Data Incident.

VI. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a settlement payment:

- ☐ **PayPal**
Email address, if different than you provided in Section 1: _____
- ☐ **Venmo**
Mobile number, if different than you provided in Section 1: _____
- ☐ **Zelle**
Email address or mobile number, if different than you provided in Section 1: _____
- ☐ **Physical Check**
Payment will be mailed to the address provided above.

Questions? Go to [INSERT] or call [INSERT]

**Your claim must be
submitted online or
postmarked by:**

[DATE]

CLAIM FORM FOR DATA INCIDENT SETTLEMENT

*Pearson, et al. v. Group Health Cooperative of South Central
Wisconsin*
Case No. 2024-CV-001077

GHCSCW

VII. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

Printed Name

Date

Exhibit 5

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

Branch 8

DANIEL PEARSON, GABRIELLA JENICH, Case No. 2024-CV-001077
MARGARET HETZLER, LISA MITCHELL,
SUE MAURER, MICHAEL COLLINS, CLASS ACTION
JENNIFER JOHNSON-HEISS, MARY
DONAHUE, and MALEAH MOSKOFF,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

GROUP HEALTH COOPERATIVE OF SOUTH
CENTRAL WISCONSIN,

Defendant.

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

This matter having come before the Court on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (“Motion”), the Court having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Settlement Agreement¹ between Plaintiffs Daniel Pearson, Gabriella Jenich, Margaret Hetzler, Lisa Mitchell, Sue Maurer, Michael Collins, Jennifer Johnson-Heiss, Mary Donahue, and Maleah Moskoff and Defendant Group Health Cooperative of South Central Wisconsin, and all other papers that have been filed with the Court

¹ Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them in the Settlement Agreement.

related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED:

Settlement Class Certification

1. The Court hereby conditionally certifies, pursuant to Wis. Stat. § 803.08, and for the purposes of settlement only, the following Settlement Class consisting of:

All individuals residing in the United States who were sent a notice of the Data Incident and all individuals residing in the United States whose Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

2. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Wis. Stat. § 803.08(1)—including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied.

- a. The members of the Settlement Class are too numerous for their joinder to be practicable. There are approximately 533,809 Settlement Class Members.
- b. Questions of law and fact common to the Settlement Class predominate over individualized questions. Issues such as whether Defendant failed to prevent the potential accessibility of Plaintiffs' and Class Members' Private Information and whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information potentially accessible in the Data Incident are common to all Settlement Class Members and predominate over individualized questions.

- c. Plaintiffs' and Defendant's claims and defenses are typical of the claims and defenses of the Settlement Class.
- d. Plaintiffs are adequate Class Representatives whose interests in this matter are aligned with those of all other Settlement Class Members. Proposed Class Counsel—Ben Barnow of Barnow and Associates, P.C. and Jeff Ostrow of Kopelowitz Ostrow P.A.—have experience and expertise prosecuting class actions and have committed the necessary resources to represent the Settlement Class.

3. For settlement purposes only, the Court finds that the requirements for a class action under Wis. Stat. § 803.08(2)(c) have been preliminarily satisfied:

- a. Questions of law or fact common to the Settlement Class predominate over any questions affecting only individual members as all Settlement Class Members' Private Information may have been impacted in the Data Incident.
- b. A class action is superior to other methods for fairly and efficiently adjudicating the controversy, as it is not economical for all 533,809 Settlement Class Members to file individual suits against Defendant.

Preliminary Approval of Settlement

4. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm's-length between the Parties, who were represented by experienced counsel.

5. For settlement purposes only, Plaintiffs Daniel Pearson, Gabriella Jenich, Margaret Hetzler, Lisa Mitchell, Sue Maurer, Michael Collins, Jennifer Johnson-Heiss, Mary Donahue, and Maleah Moskoff are appointed as Class Representatives.

6. For settlement purposes only, the following counsel are hereby appointed as Class Counsel:

Ben Barnow
BARNOW AND ASSOCIATES, P.C.
205 W. Randolph St., Suite 1630
Chicago, Illinois 60606

Jeff Ostrow
KOPELOWITZ OSTROW P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301

Manner and Form of Notice

7. The Court approves, in form and content, the Email, Postcard, and Long-Form Notices, attached to the Settlement Agreement as Exhibits 1, 2, and 3, respectively, and finds that they meet the requirements of Wis. Stat. § 803.08(4) and satisfy due process.

8. The Court finds that the planned notice set forth in the Settlement Agreement meets the requirements of Wis. Stat. § 803.08(4) and constitutes the best notice practicable under the circumstances, where Settlement Class Members' identities are contained in Defendant's records and may be readily ascertained, satisfying fully the requirements of due process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

9. Kroll Settlement Administration, LLC is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

10. The Settlement Administrator may proceed with the distribution of the Notices as set forth in the Settlement Agreement.

11. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Notices no later than 15 days before the Final Approval Hearing. The Court hereby approves the form and content of the Claim Form attached to the Settlement Agreement as Exhibit 4.

12. All Claim Forms must be either mailed via U.S. Mail to the address specified in the Claim Form and/or be electronically submitted to the Settlement Administrator via the Settlement Website no later than 15 days before the Final Approval Hearing. Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance with the Settlement Agreement shall not be entitled to receive any portion of the Settlement Fund.

13. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including with respect to Released Claims as set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request to opt out of the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request to opt out shall be so bound even if they have previously initiated other litigation or other proceedings against Defendant or the Released Parties relating to the claims released under the terms of the Settlement Agreement.

14. Class Counsel may file their Application for Attorneys' Fees, Costs, and Service Awards in accordance with the terms of the Settlement Agreement, no later than 14 days prior to the Opt-Out and Objection Deadline.

Opting Out of the Settlement Class

15. Any person within the Settlement Class may request to opt out of the Settlement Class by expressly stating his/her request in a written opt-out request. Such opt-out requests must be received by the Settlement Administrator at the address specified in the Class Notice in written form, by first class mail, postage prepaid, and postmarked, no later than 30 days before the Final Approval Hearing.

16. In order to exercise the right to opt out, a person within the Settlement Class must timely submit via first class mail a written request to opt out to the Settlement Administrator (a) stating his or her full name, address, and telephone number; (b) containing the Settlement Class Member's personal and original signature; and (c) stating unequivocally the Settlement Class Member's intent to opt out of the Settlement Class and from the Settlement. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request to opt out of the Settlement Class for any other person within the Settlement Class.

17. Any person in the Settlement Class who elects to opt out shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

Objections to the Settlement

18. Any Settlement Class Member who has not requested to opt out of the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the Service Awards to the Class Representatives, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below

in Paragraph 20 of this Order, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than 30 days before the Final Approval Hearing. Addresses for Class Counsel, Defendant's Counsel, and the Settlement Administrator are as follows:

CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Ben Barnow Barnow and Associates, P.C. 205 W. Randolph Street, Ste. 1630 Chicago, IL 60606 Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301	Thomas Heneghan Husch Blackwell LLP 80 South Eight Street, Ste. 4800 Minneapolis, MN 55402 Jacob Harris Husch Blackwell LLP 33 East Main Street, Suite 300 Madison, WI 53703	<i>Pearson, et al. v. Group Health Cooperative of South Central Wisconsin</i> c/o Kroll Settlement Administration PO Box 225391 New York, NY 10150-5391

19. Any Settlement Class Member who has not requested to opt out and who intends to object to the Settlement must include in their objection: (i) their full name, mailing address, telephone number, and email address (if any); (ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (iii) the number of times the objector has objected to a class action settlement within the five years preceding the date that they file the objection, the caption of each case in which they have made such objection, and a copy of any orders related to or ruling upon their prior objections that were issued by the trial and appellate courts in each listed case; (iv) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, Expenses, and Service Awards; (v) the number of times in which the objector's counsel and/or the objector's

counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case; (vi) whether the objector's counsel will appear at the Final Approval Hearing; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (ix) the objector's signature (an attorney's signature is not sufficient). Objections must be filed with the Court and served on Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than 30 days before the Final Approval Hearing. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of the Service Awards, and to the Final Approval Order and the right to appeal same.

20. A Settlement Class Member who has not requested to opt out of the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement, may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Class Counsel's Application for Attorneys' Fees, Costs, Expenses, and Service Awards are required to indicate in their written objection their intention to

appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates his/her intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in his/her written objection the identity of any witnesses he/she may call to testify, and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which shall be attached.

21. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make his or her objection to the Settlement in the manner provided herein, or who does not also timely provide copies to Counsel for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

Final Approval Hearing

22. All papers in support of the Final Approval of the Settlement shall be filed at least 7 days prior to the Final Approval Hearing.

23. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Parties.

24. A Final Approval Hearing shall be held before the Court on [REDACTED], at [REDACTED].m., in Courtroom [REDACTED], Circuit Court of Dane County, 215 S Hamilton St., , Madison,

WI 53703 (or at such other time and location as the Court may without further notice direct) for the following purposes:

- a. to finally determine whether the Settlement Class should be certified as a class under Wis. Stat. § 803.08;
- b. to determine whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;
- c. to determine whether the judgment as provided under the Settlement Agreement should be entered;
- d. to consider the Application for Attorneys' Fees, Costs, Expenses, and Service Awards;
- e. to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- f. to rule upon such other matters as the Court may deem appropriate.

25. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

26. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

Temporary Stay

27. All discovery, pending motions, and other proceedings in the litigation as between Plaintiffs and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

Termination of the Settlement

28. If the Settlement fails to become effective in accordance with its terms, or if the Final Order and Judgment is not entered or is reversed or vacated on appeal, the Order shall be null and void, the Settlement Agreement shall be deemed terminated, and the Parties shall return to their positions without any prejudice, as provided for in the Settlement Agreement.

Upcoming Deadlines

29. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

EVENT	DATE
Defendant to provide Settlement Class Member Information to Settlement Administrator	7 Days after entry of Preliminary Approval Order
Notice Date	30 Days after entry of Preliminary Approval Order
Deadline for Plaintiffs to File Motion for Final Approval, including Application for Attorneys' Fees, Costs, Expenses, and Service Awards	14 Days prior to Opt-Out and Objection Deadline
Opt-Out and Objection Deadlines	30 Days prior to Final Approval Hearing
Deadline for Class Members to Submit Claim Forms	15 Days prior to Final Approval Hearing
Deadline for Plaintiffs to File All Materials in Support of Motion for Final Approval	7 Days prior to Final Approval Hearing
Final Approval Hearing	At least 130 Days after the entry of this Order