SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement") is entered into by and between Robert Dapello, Brian Scott Giuiland, Carol Ann Laudonio, Gary Lester, Kathleen Maddox, Jean Markgraf, Darlene Martin, Michael J. Montoya, Floyd Patten, Amber McConnell, and Ronald Hansen (collectively "Plaintiffs"), both individually and on behalf of the Settlement Class, and Riverside Resort & Casino, Inc. and Riverside Resort & Casino, LLC (collectively, "Riverside" or "Defendant") (together referred to as the "Parties") in the case of *Dapello, et al. v. Riverside Resort & Casino, Inc. and Riverside Resort & Casino, LLC*, No. 2026CV000097 (Columbia County Circuit Court) (the "Action"). Plaintiffs and Riverside are referred to herein each as a "Party" and collectively as the "Parties."

I. FACTUAL BACKGROUND AND RECITALS

1. On or around July 25, 2024, Riverside became aware that unauthorized cybercriminals potentially accessed to its computer network and may have acquired sensitive personal information stored on that network (the "Data Incident").

2. Following its internal investigation, Riverside reported that the Data Incident may have involved the personal information of 51,646 individuals, including current and former employees and customers of Riverside. The internal investigation further revealed that the personally identifiable information ("PII" or "Private Information") that was accessed included, but is not limited to, names and Social Security numbers belonging to Plaintiffs and the Class.

3. On or about September 5, 2024, Defendant began notifying Plaintiffs and Class Members about the Data Incident. Subsequently, Plaintiffs each decided to file their respective class actions following their receipt of notice letters from Defendant in September 2024. Plaintiff Archambault and Plaintiff Montoya filed their respective actions on September 11, 2024. Plaintiff Patten filed his complaint on September 12, 2024. Finally, Plaintiffs Dapello and Farnam filed their complaint on September 16, 2024. All initial complaints were filed before the United States District Court for the District of Nevada.

4. The cases were consolidated for all purposes on October 8, 2024.

5. Plaintiffs subsequently filed a consolidated class action complaint before the United States District Court for the District of Nevada on November 21, 2024.

6. Riverside filed a motion to dismiss the federal court complaint on January 6, 2025. Plaintiffs subsequently responded to this motion on February 20, 2025, and Riverside filed a reply on March 7, 2025. Following full briefing by the Parties and a hearing, the federal court entered an order denying the motion, in part, on September 9, 2025.

7. In an effort to conserve resources for the benefit of those impacted in the Data Incident, the Parties began discussing settlement.

8. In connection with their settlement discussions, the Parties exchanged pre-mediation discovery including information related to, among other things, the nature and cause of

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the Data Incident, the number and geographic location of victims impacted by the Data Incident, and the specific type of information potentially accessed.

9. Following prolonged and extensive arm's length negotiations, including a full day mediation with Hon. Heather Welch (Ret.) on December 9, 2025, and the exchange of informal discovery, the Parties were unable to reach a resolution.

10. While the mediation was productive, the Parties were required to continue negotiations over the subsequent months. After several back-and-forth discussions, the Parties were eventually able to arrive at the Settlement Agreement described herein.

11. During the settlement discussions, the Parties determined that jurisdiction was appropriate in state court, consequently, they agreed to dismiss the federal consolidated action and file a new complaint in this Court.

12. On March 12, 2026, the federal consolidated action was dismissed.

13. Shortly thereafter, Plaintiffs filed a class action complaint against Defendant in Columbia County Circuit Court of the State of Wisconsin relating to the Data Incident alleging negligence, breach of implied contract, unjust enrichment, and declaratory judgment (the "Complaint").

14. The Parties now agree and hereby wish to resolve all matters pertaining to, arising from, or associated with the Action, including all claims Plaintiffs and Settlement Class Members have or may have had against Riverside and its related persons and entities, as set forth herein.

15. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through the Action would require substantial additional risk, uncertainty, discovery, time, and expense for all Parties.

16. By settling the Action, Riverside does not admit any liability for Plaintiffs' claims. Riverside has denied and continues to deny (1) all allegations and claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else of any kind whatsoever have or could have asserted in this Action or may be asserted in the future concerning the Incident; (2) that the Class Representatives in the Action and the Class they purport to represent have suffered any damage; and (3) that the Action satisfies the requirements to be certified and tried as a class action. Despite Riverside's position that it is not liable for, and has good defenses to, the claims alleged in the Action, Riverside desires to settle the Action, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability by Riverside and any related persons or entities, nor shall it constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs in this action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability

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

17. The Parties now enter into this Settlement Agreement. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Action and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the Action is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated Settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs' determination that the Settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

18. 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.

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

20. In addition to any other defenses Riverside 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.

21. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

22. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Action be settled and compromised, and that the Releasors release the Released Parties of the Released Claims without costs as to Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

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II. DEFINITIONS

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

23. "**Action**" shall mean the action captioned *Dapello, et al. v. Riverside Resort & Casino, Inc. and Riverside Resort & Casino, LLC*, No. 2026CV000097 (Columbia County Circuit Court).

24. "**Administrative Expenses**" shall mean expenses associated with the Settlement Administrator, including but not limited to actual costs in providing notice, communicating with Settlement Class Members, and disbursing payments to the proposed Settlement Class Members.

25. "**Approved Claims**" shall mean complete and timely Claim Forms properly submitted by Settlement Class Members that have been approved by the Settlement Administrator.

26. "**Claim Form**" shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit C**.

27. "**Claims Deadline**" shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date 90 days after the Notice Date is entered. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

28. "**Class**," "**Settlement Class**," "**Class Member**," or "**Settlement Class Member**" shall mean each member of the Settlement Class, as defined in Section III of this Settlement Agreement, who does not timely elect to be excluded from the Settlement Class.

29. "**Class Counsel**" shall mean A. Brooke Murphy of Murphy Law Firm and Alex Phillips of Strauss Borrelli PLLC.

30. "**Counsel**" or "**Counsel for the Parties**" means both Class Counsel and Defendant's Counsel, collectively.

31. "**Court**" shall mean the Circuit Court of Columbia County, Wisconsin having jurisdiction over the pending Action.

32. "**Defendant**" or "**Riverside**" shall mean Riverside Resort & Casino, Inc. and Riverside Resort & Casino, LLC.

33. "**Defendant's Counsel**" shall mean Gordon Rees Scully Mansukhani, LLP.

34. "**Effective Date**" shall mean the date when the Settlement Agreement becomes Final, which is 30 days after the Court's grant of the Final Approval Order assuming no appeals have been filed. If an appeal is filed, the Effective Date will become 30 days from when the appeal is finalized and a final judgment is entered in this case. Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service award made in this case shall not affect whether the Final Approval Order is "Final" as defined herein.

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35. "**Fee and Expense Application**" shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys' fees and expenses, as well as a Service Award for the Class Representatives.

36. "**Fee and Expense Award**" means the amount of combined attorneys' fees and expenses awarded by the Court to Class Counsel, which shall not exceed $500,000.00.

37. "**Final**" means the Final Approval Order has been entered on the docket, and (1) the time to appeal from such order has expired and no appeal has been timely filed; (2) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (3) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

38. "**Final Approval Hearing**" means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee and Expense Award, and approving Service Awards to the Class Representatives.

39. "**Final Approval Order**" shall mean an order entered by the Court that:

i. Certifies the Settlement Class pursuant to Wisconsin Statute § 803.08 for settlement purposes only;

ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;

iii. Determines that the Notice Program satisfies Due Process requirements;

iv. Dismisses Plaintiffs' claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;

v. 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;

vi. Approves the Release provided in Section VII and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;

vii. Reserves jurisdiction over the Settlement and this Settlement Agreement; and

viii. Finds that there is no just reason for delay of entry of final judgment with respect to the foregoing.

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40. "**Long-Form Notice**" is the notice substantially in the form of **Exhibit A** which is the detailed, long-form notice that will be posted on the Settlement Website that will include robust details about the Settlement.

41. "**Notice**" means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits A** (Long-Form Notice) **and B** (Postcard Notice), consistent with the requirements of due process. The Notice Date in this case will be 30 days after the Court enters the Preliminary Approval Order.

42. "**Objection/Exclusion Deadline**" means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as a date approximately 60 days after Notice Date, or such other date as ordered by the Court.

43. "**Parties**" shall mean Plaintiffs and Riverside, collectively.

44. "**Plaintiffs**" or "**Class Representatives**" shall mean the named plaintiffs, Robert Dapello, Brian Scott Giuiland, Carol Ann Laudonio, Gary Lester, Kathleen Maddox, Jean Markgraf, Darlene Martin, Michael J. Montoya, Floyd Patten, Amber McConnell, and Ronald Hansen.

45. "**Preliminary Approval Order**" shall mean the Court's Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement. The proposed Preliminary Approval Order is attached as **Exhibit D**.

46. "**PII**" or "**Private Information**" means names, addresses, Social Security Numbers, driver's license and government-issued ID numbers, financial information (e.g. account numbers, credit or debit card numbers), medical information, health insurance information, dates of birth, and any other personally identifiable information or protected health information that Defendant may have collected and maintained.

47. "**Postcard Notice**" is the postcard notice that will be mailed to each available Settlement Class Member to the Settlement Class Members, in the same or substantially similar form as **Exhibit B** hereto.

48. "**Reminder Notice**" means the reminder notice that the Settlement Administrator will send only in the event that the claims rate is less than 3% as of 30 days after Notice has been issued to the Settlement Class. Reminder Notices will send to Settlement Class Members who have not yet submitted a claim and for whom the Settlement Administrator has an address 30 days before the Claims Deadline.

49. "**Released Claims**" shall have the meaning ascribed to it as set forth in Section VII of this Settlement Agreement.

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50. "**Released Parties**" shall have the meaning ascribed to it as set forth in Section VII of this Settlement Agreement.

51. "**Releasors**" shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

52. "**Service Award**" shall have the meaning ascribed to it as set forth in Section XV of this Settlement Agreement. The Service Award requested in this matter will be $2,000.00, subject to court approval.

53. "**Settlement Administrator**" means, subject to court approval, Simpluris, an entity jointly selected and supervised by Class Counsel and Riverside to administer the settlement.

54. "**Settlement Payment**" means the amount for claims made under the terms of this Settlement Agreement. The actual amount of the Settlement Payment paid for Approved Claims will be determined on a "claims made" basis such that only those individual Approved Claims will be funded up to the maximum amount. The Service Awards to Plaintiffs are in addition to any Settlement Payment they may receive.

55. "**Settlement Website**" means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including an electronic claim form substantially similar to **Exhibit C** (or a form of that document that is approved by the Court), this Settlement Agreement, and all court documents related to the Settlement. The Settlement Website will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long-Form Notice, Short-Form Notice, Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a Claim, Objection, Exclusion requests, and the date of the Final Approval Hearing. The Settlement Website will remain active until 90 days after the Effective Date.

III. SETTLEMENT CLASS CERTIFICATION

56. For the purposes of the Settlement only, the Parties stipulate and agree that: (1) the Class shall be certified in accordance with the definition contained herein; (2) Plaintiffs shall represent the Class for settlement purposes and shall be the Class Representatives; and (3) Class Counsel shall be appointed as Class Counsel.

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57. Riverside does not consent to certification of the Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or successfully challenged on appeal, any certification of any Class will be vacated and the Parties will be returned to their positions with respect to the Action as if the Settlement Agreement had not been entered into. In the event that Final Approval of the Settlement is not achieved: (1) any court orders preliminarily or finally approving the certification of any class contemplated by this Settlement Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (2) the fact of the settlement reflected in this Settlement Agreement, that Riverside did not oppose the certification of a Class under this Settlement Agreement, or that the Court preliminarily approved the certification of a Class for purposes of the settlement, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class in this Action or in any other litigation.

58. The Settlement shall be administered on a wholly claims-made basis. To receive any relief, Settlement Class Members, as defined below, must submit a valid and timely claim to the Settlement Administrator. Cash payments made under the terms of the Settlement (meaning payments for documented losses, alternative cash payments, and California alternative cash payments) will be subject to an aggregate cap of $1,000,000.00.

59. Subject to court approval, the following Settlement Class shall be certified for settlement purposes:

> **All persons residing in the United States who were sent Notification that their Private Information was compromised because of the Data Incident discovered by Riverside in or around July 2024.**

The Settlement Class includes a California Subclass, which consists of Settlement Class Members who are residents of California.

60. Excluded from the Class are: (1) any entity in which Riverside has a controlling interest, (2) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Riverside, and (3) the judiciary to whom this case is assigned, their families and members of their staff.

61. It is estimated that the Class is comprised of approximately 51,646 individuals.

62. These individuals constitute the "Settlement Class" solely for purposes of certifying a settlement class in this Action. If for any reason the Settlement is not granted preliminary and/or final approval, Riverside's agreement to certification of the Settlement Class shall not be used for any purpose, including in any request for class certification in the Action or any other proceeding.

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IV. SETTLEMENT OF LITIGATION AND ALL CLAIMS AGAINST RELEASED PARTIES

63. Final approval of this Settlement Agreement will settle and resolve with finality, on behalf of the Plaintiffs and the Settlement Class, the Action and the Released Claims (along with any other claims that could have been brough as a result of the Incident), as described in Section VII.

V. SETTLEMENT BENEFIT ALLOCATION

64. **Settlement Benefits**

a. Cash Payments: The Settlement provides for three (3) types of direct cash payments to Class members: (i) payment for up to $3,000.00 per Class member for out-of-pocket losses that are fairly traceable to the Data Incident, including three (3) hours of lost time at a rate of $20.00 per hour; (ii) an alternative cash payment of $50.00; or (iii) an alternative cash payment of $75.00 for California Subclass members. Cash payments made under the terms of the Settlement will be subject to an aggregate cap of $1,000,000. This amount represents the maximum total liability of Riverside for cash payments, and the Parties agree that should this cap be reached, payments will be subject to *pro rata* reductions based on the number of Settlement Class Members who have sought cash payments.

1. Reimbursement of Out-of-Pocket Losses and Lost Time: Class Members may seek reimbursement for their out-of-pocket losses and expenses up to $3,000.00 per person for the following losses:

i. **Documented Losses**: Documented losses that are fairly traceable to the Data Incident will be reimbursed, if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was directly caused by the Data Breach; (iii) the loss was incurred after the date of the Data Breach; and (iv) the loss is not already covered by one or more of the other reimbursement categories. Reasonable documentation may include receipts, credit card statements, bank statements, invoices, and telephone records, or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Documentation must be from a third-party source. Claims will be subject to review for completeness and validity by the Settlement Administrator. Documented losses including but not limited to bank fees, long distance telephone charges, cellular telephone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, or fees for credit reports, credit monitoring or other

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identity theft insurance product purchased between July 25, 2024, and the date of the close of the Claims Period will be paid under this Section. Settlement Class Members who submit a claim for Documented Out-of-Pocket Losses cannot receive an Alternative Cash Payment or a California Alternative Cash Payment;

ii. **Lost Time**: Lost time spent mitigating the effects of the Data Incident shall be compensated at a rate of $20.00 per hour.[1] Class Members may submit claims for up to 3 hours of lost time by submitting an attestation, made under penalty of perjury, that they spent the claimed time responding to issues raised by the Data Incident. Settlement Class Members who submit a claim for Lost Time cannot receive an Alternative Cash Payment or a California Alternative Cash Payment.

2. **Alternative Cash Payment**: As an alternative to filing a claim for reimbursement of out-of-pocket losses and lost time, the Settlement Class Members may submit a claim to the Settlement Administrator to receive an alternative cash payment of $50.00.

3. **California Alternative Cash Payment**: As an alternative to filing a claim for reimbursement of out-of-pocket losses and lost time, the California Subclass Members may submit a claim to the Settlement Administrator to receive an alternative cash payment of $75.00. This is in lieu of the alternative cash payment of $50.00.

b. **Credit Monitoring**: Riverside will pay for additional credit-monitoring services as follows:

i. All Settlement Class Members shall be offered the opportunity to claim a one-year membership of three-bureau ("3B") credit monitoring with $1,000,000.00 in identity theft/fraud insurance.

ii. The additional credit-monitoring services noted in (i) are in addition to any credit-monitoring services Riverside initially offered related to the Data Incident.

iii. Settlement Class Members who elect to receive the credit monitoring provided herein must provide his or her email address on the Claim Form.

c. **Business Practice Improvements**: Riverside represents that, since the Data Incident, it has undertaken certain business practice enhancements intended to improve the security of its systems and protect against future incidents.

[1] Claims for lost time are included within the $3,000.00 cap on out-of-pocket expenses.

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Riverside will provide a confidential declaration to Class Counsel describing its security improvements since the Data Incident and estimated cost of those improvements. Riverside agrees that the Business Practice Improvements benefit the Settlement Class. All costs associated with implementing and maintaining these improvements will be borne by Riverside separately from the relief made available to the Class.

d. **Release**: The relief stated above will be provided to Settlement Class Members as consideration for a general release of Riverside and Released Parties set forth in Section VII below.

e. **Settlement Administration Fees**: Riverside will pay or cause to be paid the entirety of the settlement administration fees, including without limitation the actual cost of notice to the class and claims administration.

f. **Settlement Administration Process**: After the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice in a manner reasonably agreed upon by the Parties.

After the Court enters an order approving the Settlement, the Settlement Administrator shall provide the requested relief to all Settlement Class Members that made a valid and timely claim, subject to the individual caps on settlement class monetary payments and the aggregate cap set forth herein.

g. **Settlement Payments**: Within 30 days of the Claims Finalization Date (as defined herein) and receipt of payee instructions, a Form W-9 for the Settlement Administrator, and a contact to voice verify the payment instructions, Riverside will pay or cause to be paid to the Settlement Administrator sufficient funds to satisfy the monetary payments described in Paragraph 64. Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the funds paid by Riverside shall be used to satisfy Approved Claims for Settlement Class Members in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Action with prejudice.

h. **Escrow Agent**: The funds provided by Riverside to the Settlement Administrator will be maintained by an escrow agent as a court-approved Qualified Settlement Payment pursuant to Section 1.468B-1, et seq., of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account.

65. **Procedure for Approving Settlement**

a. **Unopposed Motion for Preliminary Approval**. Plaintiffs will file an unopposed motion for an order conditionally certifying the Settlement Class, granting Preliminary Approval of the Settlement, setting a date for the Final

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Approval Hearing, stay the Action pending Final Approval of the Settlement, approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement, and approving the appointment of the Settlement Administrator, the proposed settlement website, issuance of the draft Class Notice and use of the proposed Claim Form (the "Unopposed Motion for Preliminary Approval"). Settlement Class Counsel shall provide Riverside's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Riverside are addressed.

i. At any hearing on the Unopposed Motion for Preliminary Approval, Plaintiffs will submit a proposed order granting conditional certification of the Class and preliminary approval of the Settlement; appointing the Class Representatives and Class Counsel; approving the Claim Form and the forms of notice to the Settlement Class; and setting the Final Approval Hearing.

ii. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be conditionally certified in accordance with the definition contained above, that Plaintiffs shall be conditionally appointed class representatives for the Class, and that Class Counsel shall be conditionally appointed as counsel for the Class. Should the Court decline to preliminarily approve any material aspect of the Settlement, the Settlement will be null and void, the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Action as if the Settlement had not occurred.

66. **Submission and Evaluation of Claims**

a. **Claims Period**: The Parties agree that the period for filing claims shall be set at a date certain at no more than 75 days from the date that notice is mailed to the Settlement Class.

b. **Claim Form**: All claims must be submitted on a Claim Form. The Claim Form will require the Settlement Class Member to provide his or her full name, home mailing address, and telephone number, and unique claim ID on their Short Form Notice; and a signature affirming the accuracy of the provided information.

c. The Claim Form shall permit Settlement Class Members to claim the credit monitoring and either (i) claim up to $3,000.00 for reimbursement of documented losses; (ii) a $50.00 alternative cash payment; or (iii) a California alternative cash payment of $75.00; and (iv) one year of three bureau credit monitoring.

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d. The Claim Form must be submitted (either electronically submitted or postmarked) on or before the Claims Deadline. The Claim Form shall be substantially in the form attached hereto as **Exhibit C**.

e. Completed Claim Forms must be submitted directly to the Settlement Administrator either electronically via the Settlement Website, via electronic mail, or via U.S. Mail for processing, assessment, and payment (when properly submitted) as provided by this Settlement Agreement.

f. 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 an Approved Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as an Approved 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 an Approved Claim.

g. In determining whether claimed Documented Out-of-Pocket Losses or Lost Time are more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after July 25, 2024; (ii) whether the alleged loss involved the types of information that may have been affected in the Data Incident; (iii) the explanation of the Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) any other factor the Settlement Administrator reasonably finds to be relevant.

h. Any Claim Form that lacks the requisite information will be deemed to be incomplete and invalid.

i. A Settlement Class Member is not entitled to any compensation or to enrollment in the credit-monitoring services if: (1) he or she submits a Claim Form after the Claims Deadline; (2) if the Claim Form is incomplete or invalid after an opportunity to cure any error(s) and/or omission(s) or contains false information; and/or (3) if the class member excludes him- or herself.

j. Within 21 days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms submitted by Settlement Class Members and shall determine which claims are valid and initially approved and which claims are initially rejected. The Settlement Administrator may accept or reject any Claim Form submitted upon its sole discretion, and may request additional information prior to initially accepting or rejecting any Claim Form submitted. The Settlement Administrator shall employ reasonable procedures to screen Claim Forms for abuse and/or fraud and shall deny Claim Forms which are materially incomplete, where there is evidence of abuse and/or fraud, or where the Claim Form does not meet the requirements set forth in this Agreement.

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k. Within 30 days of the Claims Deadline, the Settlement Administrator will submit to Counsel for the Parties a report listing all initially approved Claims ("Initially Approved Claims List"). Within 30 days after the Claims Deadline, the Settlement Administrator will also submit to the Parties a report listing all initially rejected Claims ("Initially Rejected Claims List").

l. Counsel for the Parties shall have 14 days after the date they receive the Initially Approved Claims List to audit and challenge any initially approved claims. Within 14 days after Counsel for the Parties receive the Initially Approved Claims List, they shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially approved claim they wish to challenge and the reasons for the challenge.

m. Similarly, Counsel for the Parties may challenge any claim initially rejected by the Settlement Administrator. Counsel for the Parties shall have 14 days after the date they receive the Initially Rejected Claims List to audit and challenge any initially rejected claims. Within 14 days after Counsel for the Parties receive the Initially Rejected Claims List and related Claim Forms, they shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially rejected claim they wish to challenge and the reasons for the challenge.

n. Counsel for the Parties shall meet and confer in an effort to resolve any disputes over any challenged claims. If the challenges are not withdrawn or resolved, the decision of the Settlement Administrator will be upheld. After the Effective Date, the date all claims are finalized without any further dispute shall be referred to as the "**Claims Finalization Date.**" If neither Class Counsel nor Riverside's Counsel have any challenges to the initial claims determination reached by the Settlement Administrator, then the Claims Finalization Date shall be the date both Class Counsel and Riverside's Counsel inform each other by email that the Parties do not have any objection to the claims determination made by the Settlement Administrator or the time for informing each other of such challenges has lapsed.

o. Within 14 days of the Claims Finalization Date, the Settlement Administrator shall provide Counsel for the Parties with a breakdown of claims and the total amount to be paid to for valid claims (the "Final Claims List"). Within thirty (30) days of receiving this accounting, Riverside or its insurer shall transmit the funds needed to pay Approved Claims. Within 45 days of the Claims Finalization Date, the Settlement Administrator shall send payment to each Settlement Class Member on the Final Claims List.

p. The Settlement Administrator shall notify the Parties that all Approved Claims have been paid within seven days of the last such payment.

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q. In the event that payments made to Settlement Class Members are not cashed within 90 days after their date of issuance, those payments will become null and void and will revert to Riverside or its insurer.

r. A notice of eligibility to enroll in the credit-monitoring product will be delivered to each claimant after the claimant's claim has been approved. Within 10 days of the Claims Finalization Date, the settlement administrator will send to each claimant who has filed an approved claim an email, which will provide an activation code and instructions on how to enroll in and use the product. The activation code will be active for 90 days and once enrolled in the credit monitoring, claimants are entitled to remain enrolled for the applicable term at no cost to them.

s. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order.

t. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Riverside as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

VI. PROSPECTIVE RELIEF

67. Riverside agrees to keep in place its security improvements for a reasonable period of time adjusted proportionally related to Riverside's business operations in effect during that period, which were implemented to help prevent a future data incident.

68. Costs associated with these business practice commitments will be Riverside's responsibility separate and apart from other Settlement benefits.

VII. RELEASE

69. **General Release**: Upon the effective date of the Settlement, the Settlement Class Members who do not validly opt out of the Settlement will be deemed to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted Riverside and any of its past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and its past, present, and future directors, officers, agents, insurers, reinsurers, managers, administrators, shareholders, owners, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them from any and all claims for relief, liabilities, rights, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or

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unliquidated, legal, statutory, or equitable, that have been asserted, or could have been asserted, by any Settlement Class Member based on, relating to, or arising out of the Data Incident and the allegations, facts, or circumstances described in the operative Complaint and the Action including, but not limited to all claims alleged in the Action including without limitation, and claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, arising out of the Data Incident, Defendants' information security policies, or Defendants' maintenance or storage of Personal Information.

70. The Parties acknowledge that they may discover facts in addition to or different from those now known or believed to be true, but that it is their intention to fully, finally, and forever settle and release all Released Claims, including any Unknown Claims. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiff expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

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

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

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

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VIII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

73. This Settlement Agreement shall be subject to approval of the Court. As set forth in Section X and XIV, Riverside shall have the right to withdraw from the Settlement Agreement if the Court does not approve any material aspect of the Settlement Agreement.

74. Plaintiffs, through Class Counsel, shall submit this Settlement Agreement, together with its exhibits, to the Court and shall move the Court for Preliminary Approval of the Settlement set forth in this Settlement Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, substantially in the form of **Exhibit D**, which order shall seek a Final Approval Hearing date and approve the Notices and Claim Form for dissemination in accordance with the Notice Plan.

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

76. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing at least 100 days after entry of the Preliminary Approval Order and approve the settlement of the Action as set forth herein.

77. At least 14 days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs will move for (1) final approval of the Settlement; (2) final appointment of the Class Representatives and Class Counsel; and (3) final certification of the Settlement Class, including for the entry of a Final Approval Order, and file a memorandum in support of the motion for final approval.

IX. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

78. **Settlement Administrator**

a. The Parties have jointly selected the Settlement Administrator, who shall be jointly supervised by Class Counsel and Riverside to administer the settlement.

b. Costs of Settlement Administration shall be borne by Riverside, outside of and separate from the Settlement Payments to Settlement Class Members.

79. **Class List**

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a. Riverside, with the assistance of the Settlement Administrator as appropriate, shall create a "Class List," based on information already within Riverside's possession.

b. The Class List shall include the names and last known mailing addresses of potential Settlement Class Members that Riverside used to notify Settlement Class Members of the Incident, to the extent such information is readily available.

c. Within fifteen (15) days of an order granting preliminary approval, Riverside will provide to the Settlement Administrator a Class List that includes Settlement Class Member names and mailing addresses where known and/or as reflected in Riverside's business records. The Settlement Administrator will perform an advanced address lookup to ensure up-to-date mailing addresses are being used. If the Settlement Administrator receives notices that Postcards were not delivered, the Settlement Administrator will perform a skip trace and remail notice to an updated mailing address. For the avoidance of doubt, the Parties agree that the Settlement Administrator will be responsible for administering all aspects of the Settlement Agreement, including claims processing and distribution. The Settlement Administrator will be required to create a Settlement Website designed to answer Class Member questions, including through a frequently asked questions page. Moreover, the Settlement Administrator will establish a toll-free help line staffed with live operators to assist Settlement Class Members with filing claims, answering additional questions, and determining whether they are Settlement Class Members.

80. **Type of Notice Required**

a. **Direct Notice**: Direct notice will be provided through the Postcard Notice, which will contain a QR code linking to the settlement website. Postcards will be sent via U.S. Mail. The Notice, which shall be substantially in the form of **Exhibits A and B** attached hereto, shall be used to inform proposed Settlement Class Members, prior to the Final Approval Hearing, that there is a pending settlement and to further inform Settlement Class Members how they may: (1) obtain a copy of the Claim Form; (2) protect their rights regarding the settlement; (3) request exclusion from the Settlement Class and the proposed settlement, if desired; (4) object to any aspect of the proposed settlement, if desired; and (5) participate in the Final Approval Hearing, if desired. The Notice shall provide that Settlement Class Members may submit Claims Forms and be eligible for one-year membership of three-bureau ("1Y/3B") credit monitoring with $1,000,000.00 in identity theft/fraud insurance and either: (i) the ability to claim up to $3,000.00 for reimbursement of unreimbursed documented losses, including three (3) hours of lost time at a rate of $20.00 an hour, upon provision of appropriate documentation; or (ii) an alternative cash payment of $50.00; or, (iii) a California alternative cash payment of $75.00. Additionally, the Notice shall

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make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Settlement Class.

b. **Reminder Notice**: Reminder Notices shall be issued only in the event that the claims rate is less than 3% as of 30 days before the Claims Deadline. Reminder Notices will be sent to Settlement Class Members who have not yet submitted a claim and for whom the Settlement Administrator has an address 30 days before the Claims Deadline.

c. Dissemination of the Notice shall be the responsibility of the Settlement Administrator. The text of the Notice shall be agreed upon by the Parties and shall be substantially in the forms attached as **Exhibits A and B** hereto.

d. Notice of the settlement (substantially in the form of **Exhibit A**) shall be posted on the Settlement Website within 30 days of the entry of the Preliminary Approval Order.

81. **Notice Deadline**

a. Within 30 days of entry of the Preliminary Approval Order, the Settlement Administrator shall:
- disseminate by U.S. Mail the Postcard Notice in the form of **Exhibit B** to Settlement Class Members identified on the Class List; and,
- post the Long-Form Notice in the form of **Exhibit A** on the Settlement Website.

X. EXCLUSIONS

82. **Exclusion Period**

a. Settlement Class Members will have up to and including 50 days following Notice Deadline to exclude themselves from the Settlement in accordance with this Section.

b. If the Settlement is finally approved by the Court, all Settlement Class Members who have not excluded themselves by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasor as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by Plaintiffs and the Settlement Class.

83. **Exclusion Process**

a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked on or before the Objection/Exclusion Deadline.

b. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator

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by U.S. Mail providing his/her name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Settlement Class; and their wet signature. A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as Settlement Class Members by the Settlement Agreement, if approved.

c. Any member of the Settlement Class who elects to be excluded shall not: (1) be bound by any order or judgment; (2) be entitled to relief under this Settlement Agreement; (3) gain any rights by virtue of this Settlement Agreement; or (4) be entitled to object to any aspect of this Settlement Agreement.

d. The request for exclusion must be personally signed by the person requesting exclusion. So-called "mass" or "class" exclusion requests shall not be allowed.

e. Within 10 days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.

f. In the event that more than 100 individuals included on the Class List submit timely and valid notices of exclusion, Defendant may, by notifying Settlement Class Counsel and the Court in writing, within seven business days from the date the Settlement Administrator provides written notice to Defendant of the number of opt outs, void this Settlement Agreement. If Defendant voids the Settlement Agreement, Defendant shall be obligated to pay all Settlement administration expenses already incurred, excluding the Settlement Benefits described in Paragraph 64, any attorneys' fees, costs, and expenses of Class Counsel and Plaintiffs' Counsel and service awards and shall not, at any time, seek recovery of same from any other party to the Action or from counsel to any other party to the Action.

XI. OBJECTIONS

84. Objection Period

a. Settlement Class Members will have up to and including 50 days following the Notice Deadline to object to the Settlement in accordance with this Section. If the Settlement is finally approved by the Court, all Settlement Class Members who have not excluded themselves by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasor as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by Plaintiffs and the Settlement Class.

85. Objection Process

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a. The Notices shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms. The Notices shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of his/her intention to do so and at the same time: (1) file copies of such papers he/she proposes to submit at the Final Approval Hearing with the Clerk of the Court; and (2) send copies of such papers to the Settlement Administrator. A copy of the objection must also be mailed to the Settlement Administrator, on or before the Objection/Exclusion Deadline, at the address that the Settlement Administrator will establish to receive requests for exclusion or objections, Claim Forms, and any other communication relating to this Settlement.

b. Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (1) his/her full name, address, and current telephone number; (2) the name and number of this case; (3) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (4) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; (5) whether the objector intends to appear at the Final Approval Hearing; and (6) the objector's wet signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

c. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Settlement Agreement, shall not be permitted to object to the approval of the Settlement or attend the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

XII. FINAL APPROVAL HEARING

86. The Parties will jointly request that the Court hold a Final Approval Hearing no earlier than 120 days after entry of the Preliminary Approval Order. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to Wisconsin Statute § 803.08 for settlement and, if so, (1) consider any properly filed objections; (2) determine whether the Settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in

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connections therewith; and (3) enter the Final Approval Order, including final approval of the Settlement Class and the Settlement Agreement, and a Fee and Expense Award.

XIII. FINAL APPROVAL ORDER

87. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon. The dismissal orders, motions or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waive any rights of appeal.

88. The Parties shall jointly submit to the Court a proposed Final Approval Order, that, without limitation:

a. Approves finally this Settlement Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members and directing its consummation according to its terms;

b. Finally certify the Settlement Class for settlement purposes only;

c. Dismisses with prejudice all claims of the Settlement Class against Riverside in the Action, without costs and fees except as explicitly provided for in this Settlement Agreement; and

d. Reserves continuing and exclusive jurisdiction over the Settlement and this Settlement Agreement, including but not limited to the Action, the Settlement Class, the Settlement Class Members, Riverside, and the Settlement for the purposes of administering, consummating, supervising, construing, and enforcing the Settlement Agreement and the Settlement Payment.

89. Class Counsel shall use their best efforts to assist Riverside in obtaining dismissal with prejudice of the Action and take all steps necessary and appropriate to otherwise effectuate all aspects of this Settlement Agreement.

XIV. TERMINATION OF THE SETTLEMENT

90. The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement.

91. Either Party may elect to terminate and cancel this Settlement Agreement within ten days of any of the following events:

a. Effective Date has not occurred;

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b. The Court refuses to grant preliminary approval of this Settlement Agreement;

c. The Court refuses to grant final approval of this Settlement Agreement in any material respect; or

d. The Court refuses to enter a final judgment in this Action in any material respect.

92. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with this Settlement Agreement, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Action.

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

XV. ATTORNEYS' FEES, COSTS AND EXPENSES, AND SERVICE AWARD

94. **Attorneys' Fees and Expenses**: No later than forty-five (45) days after commencement of the Notice Program, Class Counsel will move the Court for an award of attorneys' fees and costs in an amount not to exceed $500,000.00 (Five Hundred Thousand Dollars). Attorneys' fees and expenses awarded by the Court shall be provided outside of and separate from the Settlement Payment. This amount was negotiated after the primary terms of the Settlement were negotiated.

95. Notwithstanding any contrary provision of this Settlement Agreement, the Court's consideration of the Fee and Expense Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Settlement Agreement or be deemed material thereto.

96. **Service Award to Plaintiffs**: Before or at the same time as Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for Service Awards for Plaintiffs in an amount not to exceed $2,000.00, each. This amount was negotiated after the primary terms of the Settlement were negotiated.

97. The Service Awards and Fee and Expense Award shall be paid by wire transfer written by Defendant or its insurer no later than 30 days after the later of (1) the Effective Date or (2) the date Class Counsel provides and independently confirms payee account information, a Form W-9, and a contact to voice verify the payment instructions, whichever is later.

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98. In no event will Riverside's liability hereunder for the Fee and Expense Award, Administrative Expenses, and/or a Service Award or any other fees, costs or expenses exceed its funding obligations set out in this Settlement Agreement. Riverside shall have no financial responsibility for this Settlement Agreement except as explicitly set out in this Settlement Agreement. Riverside shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Riverside will have no responsibility, obligation, or liability for allocation of fees and expenses among Class Counsel or counsel for plaintiff(s) in any other lawsuit relating to the Data Incident. Nor shall Riverside be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel.

99. This Settlement is not contingent on approval of the request for attorneys' fees and expenses or Service Award, 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.

MISCELLANEOUS REPRESENTATIONS

100. The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.

101. The Parties (1) acknowledge that it is their intent to consummate this Settlement Agreement, and (2) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Riverside's Counsel agree to cooperate with each other in seeking court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.

102. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Riverside in bad faith or without a reasonable basis.

103. The Parties agree not to identify, describe, disclose, testify, convey, or discuss with any individual, person, organization, corporation, or other entity (apart from counsel and insurers) the subject matter, amount, facts, terms, and conditions of this Settlement Agreement, including but not limited to any negotiations leading up to the actual resolution of this matter except where disclosure is compelled by law. In such case reasonable notice will be provided to the other Party before disclosure is made. The Parties further agree that they will not issue, nor cause to be issued, any statements to the public or media regarding the claims and allegations leading up to this Settlement Agreement or regarding the Settlement Agreement or any of its terms, including statement on any website or via social media, unless prior written consent of the other Party is given.

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104. Nothing express or implied in this Settlement Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Settlement Class Members any right or remedy under or by reason of this Settlement Agreement. Each of the Released Parties is an intended third-party beneficiary of this Settlement Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her, or its favor against all Releasors.

105. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its Exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

106. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

107. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Settlement Agreement.

108. This Settlement Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

109. 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.

110. The Parties agree that **Exhibits A** through **D** to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

111. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Settlement Agreement.

112. Except as otherwise provided herein, each Party shall bear its own costs.

113. Plaintiffs represent and warrant that Plaintiffs have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

114. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.

115. The Parties specifically acknowledge, agree and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents shall not (1) constitute, be construed, be

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offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

116. The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement, are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.

117. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto, shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed, offered, or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Approval Order.

118. The provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (1) to enforce the terms and provisions hereof or thereof, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (3) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (4) in connection with any motion to enjoin, stay, or dismiss any other action, and/or (5) to obtain court approval of the Settlement Agreement.

119. This Settlement Agreement may be executed in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Settlement Agreement all exchange signed counterparts.

120. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

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

122. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Settlement Agreement.

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123. This Settlement Agreement is deemed to have been prepared by counsel for all Parties as a result of arms-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement and its Exhibits, it shall not be construed more strictly against one Party than another.

124. Unless otherwise stated herein, any notice required or provided for under this Settlement Agreement shall be in writing and shall be sent by electronic mail or hand delivery, as follows:

If to Class Counsel:

A. Brooke Murphy
MURPHY LAW FIRM
4116 Will Rogers Pkwy, Suite 700
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If to Defendant's Counsel:

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SCULLY MANSUKHANI, LLP
300 S. Fourth St., Suite 1550
Las Vegas, NV 89101
Tel: (702) 577-9300
cmariam@grsm.com

125. This Settlement Agreement shall be deemed executed as of the date that the last party signatory signs the Agreement.

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IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

STRAUSS BORRELLI PLLC, as Class Counsel

By: _____

Print Name: Alex Phillips

Date: 07 / 23 / 2026

MURPHY LAW FIRM, as Class Counsel

By: _____

Print Name: A. Brooke Murphy

Date: 7/21/2026

GORDON REES SCULLY MANSUKHANI, LLP, as Riverside's Counsel

By: _____

Print Name: J. Michael Paulino

Date: 07/27/2026

Doc ID: 3bb4c1b1f20ce6f06c455eb97e684355ccacf2c7

RIVERSIDE RESORT & CASINO, LLC

By: Matthew C. Laughlin

Print Name: Matthew C. Laughlin

Date: 7/24/2026

EXHIBIT A

Circuit Court for Columbia County, Wisconsin

Dapello, et al. v. Riverside Resort & Casino, Inc. and Riverside Resort & Casino, LLC
Case No. 2026CV000097

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE JULY 2024 RIVERSIDE RESORT & CASINO, INC. AND RIVERSIDE RESORT & CASINO, LLC, DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS..

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Riverside Resort & Casino, Inc. and Riverside Resort & Casino, LLC ("Riverside" or "Defendants") in a class action lawsuit. This case is about the targeted cyberattack on Riverside's computer systems that occurred in July 2024 (the "Data Incident"). Certain files that contained private information were accessed. These files may have contained private information such as names; addresses; Social Security Numbers; driver's license and government-issued ID numbers; financial information (e.g. account numbers, credit or debit card numbers); medical information; health insurance information; dates of birth; and any other personally identifiable information or protected health information that Defendant may have collected and maintained.
- The lawsuit is called *Dapello, et al. v. Riverside Resort & Casino, Inc. and Riverside Resort & Casino, LLC*, Case No. 2026CV000097. It is pending in the Circuit Court for Columbia County, Wisconsin (the "Action").
- Riverside denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Action.
- Riverside's records indicate that you are a Class Member and entitled to benefits under the Settlement. You may have received a previous notice directly from Riverside.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

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

- These rights and options—**and the deadlines to exercise them—**are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

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Basic Information

1. Why was this Notice issued?

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

The lawsuit is called *Dapello, et al. v. Riverside Resort & Casino, Inc. and Riverside Resort & Casino, LLC*, Case No. 2026CV000097. It is pending in the Circuit Court for Columbia County, Wisconsin. The people that filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the companies they sued, Riverside Resort & Casino, Inc. and Riverside Resort & Casino, LLC, are called the "Defendants."

2. What is this lawsuit about?

This lawsuit alleges that during the July 2024 targeted cyberattack on Riverside's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; addresses; Social Security Numbers; driver's license and government-issued ID numbers; financial information (e.g. account numbers, credit or debit card numbers); medical information; health insurance information; dates of birth; and any other personally identifiable information or protected health information that Defendant may have collected and maintained.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Robert Dapello; Brian Scott Giuiland; Carol Ann Laudonio; Gary Lester; Kathleen Maddox; Jean Markgraf; Darlene Martin; Michael J. Montoya; Floyd Patten; Amber McConnell; and Ronald Hansen. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The Court has defined the Class this way: "All persons residing in the United States who were sent Notification that their Private Information was compromised because of the Data Incident discovered by Riverside in or around July 2024."

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) Riverside and its officers, directors, and related companies; (2) attorneys for the parties; and (3) the Judge in this case, and the Judge's family and staff.

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

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

You may also view the Settlement Agreement at www.[SettlementWebsite].com.

The Settlement Benefits

7. What does the Settlement provide?

All Settlement Class Members are eligible to enroll in **Credit Monitoring** and one or more of the **cash payment** options. These benefits are described in more detail below.

CREDIT MONITORING. All Class Members are eligible to claim one year of CyEx Financial Shield Total. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

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

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

CASH PAYMENT OPTIONS

Reimbursement of Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **$3,000.00**. The losses must have occurred between July 25, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

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

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

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

Lost Time. Class Members who spent time responding to the Data Incident may claim up to three hours, at $20.00 per hour, for a maximum of **$60.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

Claims for lost time are included within the $3,000.00 cap on out-of-pocket expenses.

Alternative Cash Payment. *Instead of any other payments*, you may claim a one-time cash payment. This payment is expected to be **$75.00** for California residents, and **$50.00** for residents of all other states. The payment may be larger or smaller depending on the total claims filed.

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

There is an aggregate cap of $1,000,000.00 on these benefits. This means that if the total value of benefits claimed is over $1,000,000.00, everyone's payments will be reduced *pro rata* so that they add up to $1,000,000.00.

A full description of how this works is available in Settlement Agreement, at www.[SettlementWebsite].com.

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

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

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

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

Submitting a Claim Form for a Settlement Payment

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

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

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

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

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys A. Brooke Murphy of Murphy Law Firm and Alex Phillips of Strauss Borrelli PLLC, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the Court to approve $500,000.00 as reasonable attorneys' fees and reimbursement of litigation costs. This amount will be paid by Riverside.

Class Counsel will also ask for Service Award payments of $2,000.00 for each of the Class Representatives. Service Award payments will also be paid by Riverside.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

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

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

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

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

(1) the name of the Action: *Dapello, et al. v. Riverside Resort & Casino, Inc. and Riverside Resort & Casino, LLC*, Case No. 2026CV000097, pending in the Circuit Court for Columbia County, Wisconsin;

(2) your full name, mailing address, telephone number, and email address;

(3) personal signature; and

(4) the words "Request for Exclusion" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

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

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

Commenting on or Objecting to the Settlement

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

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

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

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

(1) the name of the Action: *Dapello, et al. v. Riverside Resort & Casino, Inc. and Riverside Resort & Casino, LLC*, Case No. 2026CV000097, pending in the Circuit Court for Columbia County, Wisconsin;

(2) your full name, mailing address, telephone number, and email address;

(3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;

(4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;

(5) if you or your lawyer have objected in any other cases in the past four years, list the names, courts, and civil action numbers for each of those cases;

(6) whether or not you or your lawyer would like to speak at the Final Approval Hearing; and

(7) your signature (if you have hired your own lawyer, their signature is not sufficient).

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

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

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	Riverside Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date] at [Hearing Time] Central Time**, in Room [Court Room] of the Circuit Court for Columbia County, Wisconsin, at [Court Address].

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

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

The date and time of this hearing may change without further notice. Please check www.[SettlementWebsite].com for updates.

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

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

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

If I Do Nothing

20. What happens if I do nothing at all?

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

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

Getting More Information

21. How do I get more information?

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

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

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

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

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

EXHIBIT B

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

First-Class Mail
US Postage Paid
Permit #__

Dapello, et al. v. Riverside Resort & Casino, Inc. and Riverside Resort & Casino, LLC
Case No. 2026CV000097

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE JULY 2024 RIVERSIDE RESORT & CASINO, INC. AND RIVERSIDE RESORT & CASINO, LLC, DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS.

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

LoginID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

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

This notice is only a summary. Visit www.[SettlementWebsite].com or scan this QR code for complete information.

QR code

Why am I receiving this notice? A Settlement has been reached with Riverside Resort & Casino, Inc. and Riverside Resort & Casino, LLC ("Riverside") in a class action lawsuit (the "Settlement"). The case is about the July 2024 cyberattack on Riverside's computers (the "Data Incident"). Files containing private information were accessed. Riverside denies that it did anything wrong, and the Court has not decided who is right. The Parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the class as: "All persons residing in the United States who were sent Notification that their Private Information was compromised because of the Data Incident discovered by Riverside in or around July 2024."

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

What are the Settlement benefits? You can claim one year of **Credit Monitoring** from CyEx Financial Shield Total, and one or more of the **cash payment** options.

If you have documented losses you can get back up to **$3,000**. If you spent time fixing problems caused by this incident, you can get back $20/hour for up to three hours (up to **$60**).

Instead of any other cash payment you can get a one-time cash payment that is expected to be **$75** for California residents, and **$50** for residents of all other states.

Full details and instructions are available online.

How do I receive a benefit? File your claims online. For a full paper Claim Form call **(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 Riverside for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline].** The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement? The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to $500,000, and $2,000 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 the settlement website online or scan this QR code for complete information.

QR code

MD bar code

www.[SettlementWebsite].com

CaseID: [CaseID]
SIMID: «SIMID»

EXHIBIT C

CLAIM FORM AND RELEASE

CIRCUIT COURT FOR COLUMBIA COUNTY, WISCONSIN

Dapello, et al. v. Riverside Resort & Casino, Inc. and Riverside Resort & Casino, LLC
Case No. 2026CV000097

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

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

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

The Court has defined the Class this way: "All persons residing in the United States who were sent Notification that their Private Information was compromised because of the Data Incident discovered by Riverside in or around July 2024."

Excluded from the Settlement Class are: (1) Riverside and its officers, directors, and related companies; (2) attorneys for the parties; and (3) the Judge in this case, and the Judge's family and staff.

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

Claims must be received by [Claims Deadline].

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

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

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

GENERAL INFORMATION

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

AVAILABLE BENEFITS

All Settlement Class Members are eligible to enroll in **Credit Monitoring** and one or more of the **Cash Payment** options. These benefits are described in more detail below.

CREDIT MONITORING. All Class Members are eligible to claim one year of CyEx Financial Shield Total. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

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

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

CASH PAYMENT OPTIONS

Reimbursement of Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **$3,000.00**. The losses must have occurred between July 25, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

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

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

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

Lost Time. Class Members who spent time responding to the Data Incident may claim up to three hours, at $20.00 per hour, for a maximum of **$60.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

Claims for lost time are included within the $3,000.00 cap on out-of-pocket expenses.

Alternative Cash Payment. *Instead of any other payments*, you may claim a one-time cash payment. This payment is expected to be **$75.00** for California residents, and **$50.00** for residents of all other states. The payment may be larger or smaller depending on the total claims filed.

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

There is an aggregate cap of $1,000,000.00 on these benefits. This means that if the total value of benefits claimed is over $1,000,000.00, everyone's payments will be reduced *pro rata* so that they add up to $1,000,000.00.

A full description of how this works is available in Settlement Agreement, at www.[SettlementWebsite].com.

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

Online:	www.[SettlementWebsite].com
By email:	info@[SettlementWebsite].com
By toll-free call:	(XXX) XXX-XXXX
By mail:	Claims Administrator Riverside Data Incident Settlement c/o Settlement Administrator [PO Box Number] Santa Ana, CA 92799-9958

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

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

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

Claims must be received by [Claims Deadline].

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

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If you contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

Class Member First Name **MI**

Class Member Last Name

Entity Name (if Class Member is not an individual)

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City **State** **ZIP**

Email Address

Telephone Number

- -

Login ID (if known)

II. CREDIT MONITORING

☐ Check this box if you would like to enroll in one year of Credit Monitoring from CyEx Financial Shield Total.

III. REIMBURSEMENT OF OUT-OF-POCKET LOSSES

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to $3,000.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION V**.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	***Amount***
Example: Unauthorized bank transfer	*$500*
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

IV. LOST TIME

If you spent time fixing problems caused by Data Incident, please select how many hours (up to three) you spent.

I spent (select only **one**): ☐ 1 hour ($20.00) ☐ 2 hours ($40.00) ☐ 3 hours ($60.00)

If you claim Reimbursement of Out-of-Pocket Losses (Section III, above), the combined total is capped at $3,000.00.

V. ALTERNATIVE CASH PAYMENT

☐ Check this box if you want to claim a one-time cash payment. This payment is expected to be $75.00 for California residents, and $50.00 for residents of all other states. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III OR IV**.

VI. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PAYPAL**

Email address associated with your PayPal account, if different than you provided in Section I:

☐ **VENMO**

Telephone number associated with your Venmo account, if different than you provided in Section I:

- -

☐ **ZELLE**

Email address associated with your PayPal account, if different than you provided in Section I:

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

- -

☐ **VIRTUAL PREPAID CARD**

Email address where you want to receive your prepaid card, if different than you provided in Section I:

☐ **PHYSICAL CHECK**

Payment will be mailed to the address provided in Section 1.

VII. ATTESTATION AND SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Class Member Signature

MM DD YY

Please print or type your name on the line above.

EXHIBIT D

STATE OF WISCONSIN **CIRCUIT COURT** **COLUMBIA COUNTY**

ROBERT DAPELLO, et al., individually and on behalf of all others similarly situated, Plaintiffs, v. RIVERSIDE RESORT AND CASINO, INC., Defendant.	Case No. 2026CV000097

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement (the "Settlement Agreement") between Robert Dapello, Brian Scott Gilliland, Carol Ann Laudonio, Gary Lester, Kathleen Maddox, Jean Markgraf, Darlene Martin, Michael J. Montoya, Floyd Patten, Amber McConnell, and Ronald Hansen ("Plaintiffs") and Riverside Resort and Casino, Inc. ("Defendant") (together, the "Parties") with accompanying exhibits and Plaintiffs' Memorandum of Law in Support of the Motion for Preliminary Approval of Class Action Settlement.[1] This class action case (the "Action") arises from a cybersecurity incident that Defendant discovered on or around July 2024 (the "Data Incident").

Having reviewed the Settlement Agreement and attached exhibits and for good cause appearing, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

[1] All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

1. **Class Certification for Settlement Purposes Only**. The Settlement Agreement provides for a Settlement Class defined as follows:

> All persons residing in the United States who were sent Notification that their Private Information was compromised because of the Data Incident discovered by Riverside in or around July 2024

Excluded from the Settlement Class are all persons who are: (1) any entity in which Riverside has a controlling interest, (2) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Riverside, and (3) the judiciary to whom this case is assigned, their families and members of their staff.

Pursuant to Wis. Stat. § 803.08(9), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for the purposes of settlement because the Settlement meets all of the requirements of Wis. Stat. § 803.08(1) and Wis. Stat. § 803.08(2)(c). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Action.

2. **Class Representatives and Class Counsel**. The Court finds that Plaintiffs are adequate and should be preliminarily appointed as the Settlement Class Representatives. Additionally, the Court finds that A. Brooke Murphy of Murphy Law Firm and Alex Phillips of Strauss Borrelli PLLC are adequate and have fairly and adequately represented the interests of the Settlement Class and should be preliminarily appointed as Class Counsel.

3. **Preliminary Settlement Approval**. Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith and arms' length negotiations between the Parties, the absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by Wis. Stat. § 803.08 and Wisconsin precedent—including but not limited to (1) the strength of the case for plaintiffs on the merits, balanced against the extent of settlement offer; (2) the complexity, length, and expense of further litigation; (3) the amount of opposition to the settlement; (4) the reaction of members of the class to the settlement; (5) the opinion of competent counsel; and (6) stage of the proceedings and the amount of discovery completed.

4. **Jurisdiction**. The Court has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in this County.

5. **Final Approval Hearing**. A Final Approval Hearing shall be held on _____ at _____,

where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorney Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for Service Awards should be approved.

6. **Settlement Administrator**. The Court appoints Simpluris as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice**. The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice**. The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and the exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and

constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of Wisconsin law; and (e) and meet the requirements of the Due Process Clauses of the United States Constitution and the Wisconsin Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class**. Any Settlement Class Member who wishes to be excluded (i.e., "opt-out") from the Settlement Class must timely send a written request for exclusion to the Settlement Administrator by U.S. Mail providing his/her name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Settlement Class; and their wet signature. A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not postmarked by the Opt-Out Deadline, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as Settlement Class Members by the Settlement Agreement, if approved. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances**. A Settlement Class Member desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline in the manner provided in the Settlement Agreement. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Deadline." Any such objections to the Settlement Agreement must be written and must include all the information required by the Settlement Agreement. To be timely, the person making an objection shall file notice of his/her intention to do so and at the same time: (1) file copies of such papers he/she proposes to submit at the Final Approval Hearing with the Clerk of the Court; and (2) send copies of such papers to the Settlement Administrator. A copy of the objection must also be mailed to the Settlement Administrator, on or before the Objection/Exclusion Deadline, at the address that the Settlement Administrator will establish to receive requests for exclusion or objections, Claim Forms, and any other communication relating to this Settlement. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Wisconsin Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process**. Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily

approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

12. **Termination of Settlement**. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Effective Date has not occurred; (b) the Court refuses to grant preliminary approval of the Settlement; (c) the Court refuses to grant final approval of this Settlement Agreement in any material respect; or (d) the Court refuses to enter a final judgment in this Action in any material respect. In such event, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Action.

13. **Use of Order**. This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary

Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

14. **Continuance of Hearing**. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Litigation**. All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

16. **Schedule and Deadlines**. The Court orders the following schedule of dates for the specified actions/further proceedings

Event	**Deadline**
Defendant provides class list to the Settlement Administrator	Within fifteen (15) days of the entry of the Preliminary Approval Order
Notice Date	Within thirty (30) days after entry of the Preliminary Approval Order
Plaintiffs' Motion for Final Approval and Attorney Fees, Costs, and Service Awards	Forty-five (45) days after commencement of the Notice Program.
Objection Deadline	Sixty (60) days after the Notice Date.
Exclusion Deadline	Sixty (60) days after the Notice Date.

Claims Deadline	Ninety (90) days after the Notice Date.
Final Approval Hearing	At least 100 days after entry of the Preliminary Approval Order

IT IS SO ORDERED on _____

_____

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