

Notice of Proposed Class Action Settlement Disability Rights Wisconsin Data Incident

This is a Court-authorized Notice. This is not a solicitation from a lawyer.

- A proposed class action Settlement has been reached with Disability Rights Wisconsin, Inc. (“Disability Rights” or “Defendant”) arising out of a cybersecurity incident perpetrated against Disability Rights on or around October 10, 2023 (the “Data Incident”). As a result of the Data Incident, Private Information or Personal Information of Settlement Class Members may have been impacted. The case is known as *William Geiger v. Disability Rights Wisconsin, Inc.*, No. 24-CV-002072, in Dane County Circuit Court.
- If you were notified by Disability Rights that your Private or Personal Information may have been impacted by the Data Incident, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, Disability Rights has agreed to pay for Valid Claims submitted by Settlement Class Members. You may be eligible to receive up to \$85.00 in Attestation Losses and up to \$2,000.00 in Documented Out-of-Pocket Extraordinary Expenses. Disability Rights will also cover the cost of credit monitoring services, notice and administration services, as well as any award for attorneys’ fees and expenses and the Court-approved Service Awards for Plaintiffs.

Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT: | |
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| SUBMIT A CLAIM FORM DEADLINE: APRIL 15, 2026 | <p>Submitting a Claim Form is the only way that you can receive any of the Settlement Benefits, including credit monitoring, reimbursement of Attestation Losses, and reimbursement of Extraordinary Expenses.</p> <p>If you submit a Claim Form, you will give up the right to sue Disability Rights and the other Released Parties (as defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves.</p> |
| EXCLUDE YOURSELF FROM THE SETTLEMENT DEADLINE: MARCH 16, 2026 | <p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Disability Rights or the other Released Parties, involving the claims this Settlement resolves and Unknown Claims. If you exclude yourself, you will give up the right to object to the Settlement, receive any Settlement Benefits, compensation, or rights from this Settlement, or to participate in the Final Approval Hearing.</p> |
| OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: MARCH 16, 2026 | <p>You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved.</p> <p>If you object, you may also file a Claim Form to receive Settlement Benefits. If you exclude yourself from the Settlement, you cannot object to the Settlement.</p> |
| GO TO THE FINAL APPROVAL HEARING: APRIL 30, 2026 | <p>If you have not excluded yourself from the Settlement, you may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.</p> |
| DO NOTHING | <p>If you do nothing, you will not receive credit monitoring or any payment from the Settlement and you will give up your right to sue Disability Rights or the Released Parties about the legal claims this Settlement resolves.</p> |

- 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. No Settlement Benefits or payments will be provided unless the Court approves the Settlement, and it becomes Final.

BASIC INFORMATION ABOUT THE SETTLEMENT

1. Why was this Notice issued?

The Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The case is known as *William Geiger et al v. Disability Rights Wisconsin, Inc.*, No. 24-CV-002072, in the Dane County Circuit Court (the “Lawsuit”). The individuals who filed this lawsuit, William Geiger and Denise Gallagher, are called the “Plaintiffs” and the company that was sued, Disability Rights Wisconsin, Inc. a/k/a Disability Rights, is called the “Defendant.”

2. What is this lawsuit about?

In October 2023, a cybersecurity incident was perpetrated against Disability Rights. As a result, the Private or Personal Information of approximately 19,150 individuals may have been impacted by the Data Incident. Private or Personal Information means certain personal information, including but not limited to, names, treatment information, medical diagnosis information, provider name, Social Security Numbers (“SSN”), health insurance identification numbers, financial account information, date of birth, and any other types of Personally Identifiable Information (or “PII”) or Protected Health Information (or “PHI”) collected or maintained by Defendant and potentially implicated in the Data Incident.

Plaintiffs brought this action together and on behalf of all persons whose Private or Personal Information, they alleged, was compromised and subject to unauthorized access and exfiltration, theft, or disclosure as a direct result of the cybersecurity attack on Disability Rights’ information system’s security, an event disclosed on or around June 21, 2024. The initial complaint was filed July 9, 2024, by Plaintiff William Geiger individually and on behalf of a putative class in Dane County Circuit Court. A subsequent complaint was filed on July 15, 2024, by Plaintiff Denise Gallagher individually and on behalf of a putative class. Settlement Class Counsel moved to consolidate complaints and appoint interim class counsel on July 29, 2024, which the Court granted on September 9, 2024. The Consolidated Class Action Complaint asserted claims of negligence, negligence *per se*, breach of implied contract, unjust enrichment, invasion of privacy, and declaratory judgment under Wisconsin Statute § 806.04.

3. Why is this a class action?

In a class action, one or more people sue on behalf of all people who have similar claims. Together, all of these people are called “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who exclude themselves from the Settlement Class. The Plaintiffs and Class Representatives in this case are William Geiger and Denise Gallagher.

4. Why is there a Settlement?

The Plaintiff and Defendant disagree over the legal claims alleged in this Lawsuit. The Lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiff or Defendant (collectively referred to as the “Parties”). Instead, the Parties have agreed to settle this Lawsuit and agree that the Settlement Agreement offers significant benefits to all Settlement Class Members and is fair, reasonable, adequate, and in the best interest of the Plaintiffs and all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes: All individuals residing in the United States whose Private Information was affected by the data breach discovered by Defendant that occurred in or around October 2023

6. What if I am still not sure whether I am part of the Settlement?

If you did not receive Notice by mail, or if you have any questions as to whether you are a Settlement Class Member, you may contact the Settlement Administrator by mail or email:

Disability Rights Wisconsin Data Breach Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164-9996
www.DRWDataSettlement.com
Phone: 1-800-384-0380

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Under the Settlement, Disability Rights has agreed to pay Valid Claims submitted by Settlement Class Members seeking reimbursement for Attestation Losses (up to \$85.00 per Settlement Class Member) and Extraordinary Expenses (up to \$2,000.00 per Settlement Class Member).

Settlement Class Members are also being offered an opportunity to enroll in two years of single bureau credit monitoring that includes at least \$1 million in identity theft protection and fraud insurance.

Disability Rights will also pay for the costs of notice and administration services, as well as any award for Attorneys' Fees, Costs, and Expenses and/or Service Award approved by the Court.

8. What are Attestation Losses?

Settlement Class Members can submit a Claim Form for reimbursement of Attested Losses related to the time spent addressing issues arising from the Data Incident. Attestation Losses are capped at four (4) hours per individual claimant, reimbursed at a rate of \$21.25 per hour, not to exceed \$85.00 per Settlement Class Member.

9. What are Extraordinary Expenses?

Settlement Class Members can submit a Claim Form for reimbursement of Extraordinary Documented Out-of-Pocket Expenses ("Extraordinary Expenses"), not to exceed \$2,000.00 per Settlement Class Member, that were incurred as a result of the Data Incident.

Documented Extraordinary Expenses include but are not limited to: (a) monetary losses from fraud or identity theft; (b) professional fees, including attorneys' fees, accountants' fees, and fees for credit-repair services; (c) costs associated with freezing or unfreezing credit with any credit reporting agency; (d) credit-monitoring costs incurred on or after the mailing of the Notice of Data Incident through the date of claim submission, over and above credit monitoring offered by Defendant in the Notice of the Data Incident; and (e) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. The Defendant will decide on the validity of claims for Extraordinary Expenses. Settlement Class Members must submit documentation demonstrating the Extraordinary Expenses claimed.

10. What are credit monitoring protections?

Settlement Class Members are eligible to enroll in two (2) years of single bureau credit monitoring that includes at least \$1 million in identity theft protection and fraud insurance. No supporting documentation is necessary to receive this Settlement benefit. Settlement Class Members must affirmatively request credit monitoring by indicating such request on the Claim Form, and codes will be sent either to an email address provided by the Settlement Class Member or, if they do not have an email address, mailed to the address provided on the Claim Form.

11. What rights am I giving up by remaining in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes

Final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Disability Rights or the Released Parties about the legal issues resolved by this Settlement, and released by the Settlement Agreement. The specific rights you are giving up are called Released Claims (see next question).

"Released Parties" means Defendant Disability Rights Wisconsin, Inc., the Related Entities, and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, assigns, owners, directors, shareholders, members, officers, board members, principals, agents, representatives, attorneys, insurers, and reinsurers.

12. What are the Released Claims?

"Released Claims" collectively means any and all past, present, and future liabilities, rights, claims, counterclaims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies of any form, kind, or description, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, relate to, concern, arise out of, are connected with, or are based upon the Data Incident, including, but not limited to, any claims or cause of action arising under or premised upon: (a) negligence; (b) negligence per se; (c) breach of confidence; (d) breach of implied contract; (e) unjust enrichment; (f) publicity given to private life; (g) any state or federal consumer protection statute; (h) misrepresentation (whether fraudulent, negligent, or innocent); (i) bailment; (j) wantonness; (k) any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, territory, county, city, or municipality, including but not limited to 15 U.S.C. § 45 et seq., and all similar statutes in effect; (l) without limiting the foregoing, any violations of any state data privacy or data security statutes and the regulations promulgated under those statutes; (m) failure to provide adequate notice pursuant to any federal, state, or territory breach notification statute, regulation, or common law duty; (n) breach of fiduciary duty (o) breach of confidence; (p) invasion of privacy; (q) fraud; (r) any causes of action under 18 U.S.C. §§ 2701 et seq., and all similar statutes in effect in any states in the United States as defined herein; and (s) Unknown Claims. Released Claims also includes, but is not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning, arising out of or in connection with (a) the exposure or accessibility of Private Information in the Data Incident, or (b), conduct that was alleged or could have been alleged in the Lawsuit.

"Unknown Claims" means any of the Released Claims that any Settlement Class Member, including Class Representatives, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement agreement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Class Representatives intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived, compromised, and released any Unknown Claims and the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

Settlement Class Members, including Class Representatives, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Class Representatives expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the

Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a material element of the Settlement Agreement of which this release is a part.

More information is provided in the Settlement Agreement available at: www.DRWDataSettlement.com

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

13. How do I make a claim for Settlement Benefits?

You must complete and submit a Claim Form by **April 15, 2026**. Claim Forms may be submitted by U.S. mail or electronically through the Settlement Website www.DRWDataSettlement.com no later than the Claim Deadline.

Use the **Unique ID number** provided on the front of your Notice to file your Claim Form online. If you believe you are a Settlement Class Member, but do not know your Unique ID number, you may email the Settlement Administrator for assistance, or to request a paper Claim Form be mailed to you.

14. What happens if my contact information changes after I submit a claim?

If your contact or payment information changes after you submit a Claim Form, it is your responsibility to provide your updated information to the Settlement Administrator. You may notify the Settlement Administrator of any changes in writing by mail or email:

Disability Rights Wisconsin Data Breach Settlement
c/o Atticus Administration
Attn: Claim Updates
PO Box 64053
St Paul, MN 55164-9996
Toll-Free: 1-800-384-0380
Email: DRWDataSettlement@AtticusAdmin.com

15. When will the Settlement benefits be issued?

If you submit a valid and timely Claim Form requesting for credit monitoring protections, the Settlement Administrator will send you information on how to activate your credit monitoring after the Settlement becomes Final. Payments for valid and timely Claim Forms that are approved will be issued by the Settlement Administrator after the Settlement is approved and becomes Final. Payments will be issued via the payment method selected on the Claim Form.

We do not know how long it may take the Court to approve the Settlement as Final, and whether any appeals will be filed. Please be patient and check www.DRWDataSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Philip J. Krzeski of Chestnut Cambronne PA and Alex Phillips of Strauss Borrelli PLLC to represent you and the Settlement Class as Settlement Class Counsel. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Lawsuit.

17. How will Class Counsel be paid?

- Disability Rights and Settlement Class Counsel have negotiated and agreed to the following: Disability Rights has agreed to attorneys' fees, inclusive of any costs and expenses of the Litigation in an amount not to exceed \$205,000.00.
- Disability Rights has agreed to a Service Award in an amount not to exceed \$3,000.00 for each named Plaintiff.

These payments are subject to Court approval and will not in any way reduce the Settlement Benefits being made available to the Settlement Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Disability Rights and/or the other Released Parties on your own based on the claims raised in this Lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

18. How do I get out of the Settlement?

In order to validly be excluded from the Settlement, Settlement Class Members must send a letter to the Settlement Administrator, so it is mailed with a **postmark** date no later than **MARCH 16, 2026**.

The letter must clearly state that the Settlement Class Member wants to be excluded from the Settlement (“opt-out”) in the *William Geiger et al v. Disability Rights Wisconsin, Inc.* litigation, No. 24-CV-002072 pending in the Dane County Circuit Court, and must include his or her full name, address, telephone number, and signature. This letter must be postmarked no later than **March 16, 2026**. If the opt-out is untimely or otherwise fails to comply with any of the provisions for a valid opt-out, it shall not be considered a valid opt-out.

Disability Rights Wisconsin Data Breach Settlement
c/o Atticus Administration
Attn: Exclusion Requests
P.O. Box 64053
St. Paul, MN 55164-9996

You cannot exclude yourself by telephone or by email.

19. If I exclude myself, can I still receive Settlement Benefits?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get monetary compensation, credit monitoring protections, or a reimbursement payment if you stay in the Settlement and submit a valid Claim Form.

20. If I do not exclude myself, can I sue Disability Rights for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Disability Rights and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Disability Rights or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

If you do not like the terms of the Settlement, you can write to the Court in the form of an objection. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement.

To be valid, an objection must contain:

- (i) The objecting Settlement Class Member’s full name, current address, telephone number, and email address (if any);
- (ii) The objecting Settlement Class Member’s original signature;
- (iii) Information identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member (e.g., copy of the Notice or copy of original Notice of the Data Incident);
- (iv) A statement of all grounds for the objection, including any legal support for the objection that the objector believes to be applicable;
- (v) A statement identifying all counsel representing the objector;
- (vi) A statement on whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and

- (vii) The signature of the objector's duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

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, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and any Judgment in the Litigation.

To be considered timely, any valid objection in the appropriate form must be filed with the Clerk of the Court and mailed or hand-delivered concurrently to Settlement Class Counsel and Defendant's Counsel no later than **March 16, 2026**. A copy of the objection must also be mailed to the Settlement Administrator, postmarked no later than **March 16, 2026**.

| Court | Counsel | Settlement Administrator |
|--|--|--|
| Dane County Circuit Court 215 South Hamilton Street Madison, Wisconsin 53703 | <u>Settlement Class Counsel:</u> Philip J. Krzeski CHESTNUT CAMBRONNE PA 100 Washington Ave. S., Suite 1700 Minneapolis, Minnesota 55401 Alex Phillips STRAUSS BORRELLI PLLC 980 N Michigan Ave., Suite 1610 Chicago, Illinois 60611 <u>Defendant's Counsel:</u> Mark M. Leitner LAFHEY, LEITNER & GOODE LLC 325 E. Chicago Street, Suite 200 Milwaukee, WI 53202 Richard N. Sheinis HALL BOOTH SMITH, P.C. 11215 N. Community House Rd., STE 750 Charlotte, NC 28277 | Disability Rights Wisconsin Data Breach Settlement c/o Atticus Administration Attn: Objection Requests P.O. Box 64053 St. Paul, MN 55164-9996 |

22. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on April 30, 2026 at 1:30 p.m. at the Dane County Circuit Court.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please monitor the Settlement Website to confirm whether the date for the Final Approval Hearing has changed.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for attorneys' fees, costs and expenses, and the Service Award to the Plaintiff. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

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

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. If your written objection is complete and submitted on time, the Court will consider it.

25. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see Question 21*). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Disability Rights or any of the other Released Parties about the legal issues in this Lawsuit and released by the Settlement Agreement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.DRWDataSettlement.com. If you have questions about the proposed Settlement or anything in this Notice, you may contact the Settlement Administrator:

Disability Rights Wisconsin Data Breach Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164-9996
Toll-Free: 1-800-384-0380
Email: DRWDataSettlement@AtticusAdmin.com

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS**