SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "**Settlement Agreement**") is entered into by and between (1) Plaintiffs Sheila Crosby, Richard Dusterhoft, Robin Guertin, Michael Meza, Shira Haid, Aria Nardi, Jeffrey Neil Young, and Marcie Strickland (collectively, "**Monetary Class Representatives**"), on behalf of themselves and all others similarly situated; (2) Donna Gear, Andrew Gibson, Vera Hays, Tina Ingram, Nakia King, Crystal Lamb, Thomas Luca, and Cynthia Saffo (collectively "**Injunctive Relief Class Representatives**" and, together with Plaintiffs, "**Class Representatives**"), on behalf of themselves and all others similarly situated; and (3) Defendant OneTouchPoint Corp. ("**Defendant**" or "**OTP**"). Class Representatives and Defendant are collectively referred to herein as the "**Parties**."

RECITALS

WHEREAS, OTP is a mailing and printing services vendor for companies in the healthcare sector. As part of its services, OTP collects and maintains information, including individuals' names, addresses, Social Security numbers, member IDs, dates of birth, health insurance information, and other medical information provided during health assessments (collectively, "**Private Information**");

WHEREAS, Class Representatives are patients or subscribers of OTP's clients or are current or former OTP employees whose Private Information was maintained by OTP;

WHEREAS, Class Representatives allege that beginning on or about July 27, 2022, they received notice from Defendant that it had been the target of a cybersecurity incident in April 2022 that resulted in the potential compromise of their Private Information (the "**Data Incident**");

WHEREAS, following the Data Incident, fourteen separate lawsuits were filed against Defendant, alleging that the various Class Representatives' Private Information was compromised as a result of the Data Incident;

WHEREAS, on September 29, 2022, the United States District Court for the Eastern District of Wisconsin ordered consolidation of the related actions, and designated *Dusterhoft v. OneTouchPoint, Inc.*, Case No. 22-cv-0882 (E.D. Wis.) as the master docket for the consolidated proceedings (the "**Lawsuit**"). By that same order, the court appointed Gary F. Lynch of Lynch Carpenter, LLP and Gary M. Klinger of Milberg, PLLC as Interim Co-Lead Counsel (collectively, "**Class Counsel**");

WHEREAS, on November 14, 2022, Plaintiffs filed a Consolidated Amended Class Action Complaint in the Eastern District of Wisconsin against OTP alleging that OTP failed to adequately safeguard the Private Information stored on Defendant's systems (the "**Complaint**");

WHEREAS, on April 27, 2023, the Parties participated in an all-day mediation session with Bruce A. Friedman, Esq. of JAMS. Although the mediation ultimately was unsuccessful, the Parties made strides toward resolution of the Lawsuit;

WHEREAS, on May 9, 2023, the Parties participated in a second all-day mediation session with Mr. Friedman. Although the second mediation also was unsuccessful, the Parties made significant progress toward a resolution of the Lawsuit, and thereafter continued to engage in arm's length settlement discussions;

WHEREAS, the Parties held a third mediation session with Magistrate Judge William E Callahan, Jr. on October 5, 2023. Despite the efforts of both Parties, the mediation did not result in a resolution of the Lawsuit;

WHEREAS, OTP moved to dismiss Plaintiffs' Complaint on November 20, 2023. Following briefing by the parties, OTP's motion to dismiss was denied in part and granted in part on September 23, 2024 (ECF 64);

WHEREAS, OTP filed its Answer to the Complaint on October 7, 2024. Following a Rule 16 conference on November 20, 2024, the Parties commenced discovery;

WHEREAS, while discovery was ongoing, the Parties continued discussing a possible resolution of the Lawsuit, and after a series of arm's length demands and counteroffers, reached an agreement in principle to resolve the Lawsuit on a classwide basis;

WHEREAS, Pursuant to the settlement negotiations, the Parties determined that jurisdiction is proper in this Court. Plaintiffs dismissed their action in the Eastern District of Wisconsin and re-filed the instant matter.

WHEREAS, based on their evaluation of the facts and the law, and after prolonged litigation and settlement negotiations, Class Representatives and Class Counsel have agreed to settle the Lawsuit after considering such factors as: (1) the benefits to the Settlement Classes; (2) the risk, uncertainty, cost, and delay of litigation; and (3) the desirability of obtaining relief for Class Representatives and the Settlement Classes (defined below) now, rather than later (or not at all);

WHEREAS, Class Representatives and Class Counsel have determined that the Settlement Agreement provides substantial benefits to the Settlement Classes and represents a fair, reasonable, and adequate settlement of the claims that are or could have been alleged in the Lawsuit;

WHEREAS, Defendant and its counsel have made similar determinations and, while denying wrongdoing, Defendant enters into the Settlement Agreement to avoid the expense, inconvenience, and inherent risk of litigation, as well as the disruption of its business operations; and

WHEREAS, after evaluating the size and makeup of the Settlement Classes, the Parties have deemed that federal court may not be an appropriate jurisdiction to seek Court approval of the Settlement. Therefore, the Parties agreed to re-file this Settlement and seek approval of same in the court of Waukesha County, Wisconsin.

CERTIFICATION OF THE SETTLEMENT CLASSES

1. The Settlement Classes:

A. The "Monetary Settlement Class" is defined as

> All persons in the United States and its territories whose Private Information was determined by OTP's investigation to have been impacted in the Data Incident in or about April 2022, as well as those named as plaintiffs in the Lawsuit and/or this litigation.

B. The "Injunctive Relief Settlement Class" is defined as

> All persons in the United States and its territories who were sent notice by OTP of potential impact to their Private Information in the April 2022 Data Incident, but for whom impact could not be confirmed.

Excluded from the Settlement Classes are: (a) Defendant's officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff. Members of the Monetary Settlement Class are referred to as "**Monetary Settlement Class Members**." Members of the Injunctive Relief Settlement Class are referred to as "**Injunctive Relief Settlement Class Members**." Injunctive Relief Settlement Class Members and Monetary Settlement Class Members are collectively referred to herein as "**Settlement Class Members**."

2. Certification of Settlement Classes: Promptly after execution of the Settlement Agreement, Class Counsel will ask the Court to issue an order certifying the Settlement Classes for settlement purposes only. Defendant agrees not to object to this request without waiver of its

right to contest certification or the merits of the Lawsuit if the settlement does not receive final approval or the Effective Date (defined in Paragraph 22) does not occur.

3. Settlement Structure: The monetary portion of the settlement shall be administered on a claims-made basis. To receive any monetary relief, Monetary Settlement Class Members must submit a valid and timely claim to the Claims Administrator using the claim form (the "**Claim Form**") attached as **Exhibit A**. All Settlement Class Members will benefit from the injunctive relief obtained through Settlement, as described herein.

RELIEF TO THE SETTLEMENT CLASSES

4. Relief to the Settlement Classes: If the proposed settlement receives final approval, Defendant will provide benefits to the Settlement Class Members as follows:

A. Compensation for Ordinary Losses, Extraordinary Losses, and Lost Time: Defendant will agree to make available the following compensation to Monetary Settlement Class Members who submit valid and timely claim forms (each, a "**Claimant**"). Claims will be reviewed for completeness, plausibility, and reasonable traceability to the Data Incident by the Claims Administrator. Claimants may seek review by a third-party claims referee if they dispute the Claims Administrator's determination. The Parties will agree on a claims referee if one is required.[1]

i. *Compensation for Ordinary Losses:* Defendant will provide compensation for unreimbursed losses, up to a total of $500 per Claimant, upon a submission of a claim and supporting third-party documentation, such as the following losses:

[1] Claimants must submit reasonable third-party documentation in support of their claim for ordinary and extraordinary losses. Such documentation may not be "self-prepared." Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

a. *Out-of-pocket expenses* incurred as a result of the Data Incident, including bank fees, long-distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;

b. *Fees for credit reports, credit monitoring, or other identity theft insurance product* purchased between April 28, 2022, and the date of the close of the Claims Period; and

ii. *Compensation for Extraordinary Losses:* Defendant will provide up to $5,000 in compensation to each Claimant for proven monetary losses and related fees, such as professional fees (e.g., attorneys' fees, accountants' fees), and fees for credit repair services incurred as a result of the Data Incident, provided:

a. The loss is an actual, documented, and unreimbursed monetary loss;

b. The loss was more likely than not caused by the Data Incident;

c. The loss occurred between April 28, 2022, and the close of the Claims Period;

d. The loss is not already covered by one or more of the normal reimbursement categories; and

e. The Claimant made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit-monitoring insurance and identity-theft insurance.

iii. *Compensation for Time Spent:* Defendant will provide Claimants with $25 per hour, for a maximum of four (4) hours (or $100 maximum), upon a submission of a claim and attestation of time spent responding to the Data Incident that includes a self-prepared description of how such time was spent.

Any Monetary Settlement Class Member who elects any of the above benefits may not receive more than $5,000, not including Credit Monitoring.

B. Alternative Cash Payment: In lieu of claiming compensation under Paragraph 4(A), Monetary Settlement Class Members who submit a valid and timely claim may elect to receive a one-time $75 payment without the need to document losses or attest to time spent as a result of the Data Incident.

C. Credit Monitoring: In addition to claiming compensation under Paragraph 4(A) or 4(B), Monetary Settlement Class Members who submit a valid and timely claim may elect to receive a two-year membership of one-bureau credit monitoring with at least $1 million in fraud protection. This shall be paid by Defendant separate and apart from the monetary relief to the Monetary Settlement Class.

D. Injunctive Relief Settlement Benefit: Defendant has taken, or will take, the appropriate steps to remediate the Data Incident and enhance its security in the relevant systems for a period of no less than five (5) years for the benefit of all Settlement Class Members.

Costs associated with these business practice commitments will be paid by Defendant separate and apart from other settlement benefits, and are valued at approximately $2 million. Defendant must certify to Class Counsel that it has complied with the requirements of this paragraph. If Defendant is unable to comply with a provision of this paragraph, it must provide an

explanation for its inability to do so and a certification that it has made commercially practicable and reasonable efforts to comply.

5. **Limit on Type of Payment**: No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.

6. **Claims Period:** The period for filing claims will be set at a date certain at no more than 90 days from the date that notice is mailed to the Monetary Settlement Class (the "**Claims Period**"), and the period for objecting to or opting out of the settlement will be set at a date certain no more than 60 days from the date that notice is mailed to the Monetary Settlement Class Members.

7. **Proof of Class Membership:** As proof of class membership, any Monetary Settlement Class Members filing an electronic claim must submit the unique identifier provided by the Claims Administrator. Any potential Claimant who loses or does not receive a unique identifier may call the Claims Administrator and, upon validation of their status as a Monetary Settlement Class Member by the Claims Administrator, have their unique identifier issued or re-issued (as the case may be). Alternatively, a potential Claimant who lacks a unique identifier may submit a Claim Form for consideration to the Claims Administrator in paper format. The Claims Administrator is authorized to use standard fraud-prevention techniques in reviewing claims for legitimacy and validity.

8. **Claims Payments:**

A. Payments: Upon submission of a valid and approved Claim Form, payments will be transmitted through an electronic payment method selected by the Claimant, or by physical check mailed to an address provided by the Claimant at the time of their claim submission. Within the later of 30 days following (a) the Effective Date or (b) the Claims Administrator's confirmation

through review of the Claimant's submission of sufficient documentation demonstrating an entitlement to relief, provision to Defendant of an accounting of the amounts necessary to pay all valid claims to Claimants, and provision to Defendant of payment instructions, Defendant shall pay to the Claims Administrator the amount indicated in that accounting. The Claims Administrator shall thereafter send payments to all Claimants entitled to such benefits as expeditiously as possible.

B. Returned Checks: If a check is returned as undeliverable, the Claims Administrator will re-mail the check if a forwarding address is provided or if an updated address can be located using economically reasonable methods, such as the National Change of Address Database. If an updated address cannot be determined using reasonable methods, or if the check is re-mailed and returned, the check will be canceled, and Defendant will have no further obligation to attempt to make a payment to that Claimant.

C. Uncashed / Canceled Checks: Cashing a settlement check is a condition precedent to any Monetary Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void 90 days after issuance and shall bear the language: "This check must be cashed within 90 days, after which time it is void." Funds associated with any uncashed or canceled checks shall be returned to Defendant. Upon request, the Claims Administrator will provide Class Counsel with a report on uncashed or canceled checks.

9. Attorneys' Fees and Service Awards:

A. Attorneys' Fees: Defendant agrees not to oppose an application by Class Counsel on an award of attorneys' fees and litigation costs not to exceed $1,500,000 (the "**Class Counsel Payment**"). Class Counsel and Class Representatives agree not to seek or accept a Class Counsel Payment greater than $1,500,000. Class Counsel will petition for approval of the Class Counsel

Payment at least 14 days before the deadline for Monetary Settlement Class Members to opt-out or object, or on such other deadline as set by the Court. Defendant shall pay the court-approved Class Counsel Payment in addition to any benefits provided to Settlement Class Members and the cost of settlement administration. Defendant will pay, or cause to be paid, the amount approved by the Court that does not exceed $1,500,000. This amount was negotiated after all material terms of the relief to Settlement Class Members were negotiated.

The Court's consideration of the Class Counsel Payment shall be separate from its consideration of the Settlement Agreement, and the Court's approval of the settlement shall not be contingent upon an attorneys' fees or cost award at all in any particular amount. If the Court reduces or disapproves of Class Counsel's request for an award of attorneys' fees or costs, that will not be grounds to terminate the settlement.

The Court-approved Class Counsel Payment will not affect any benefits provided to Settlement Class Members or Class Representatives, and will be paid separate and apart from any other sums agreed to under this Settlement Agreement. Defendant will pay, or cause to be paid, the Court-approved Class Counsel Payment in three equal and separate payments to be paid quarterly, with the first payment made within 30 days of the Effective Date by wire transfer to the attorney trust account of Class Counsel upon receipt of wiring instructions and a W-9 provided by Class Counsel. The subsequent two payments shall be due within ninety (90) days of the prior payment's due date. Defendant's obligations with respect to the Court-approved Class Counsel Payment shall be fully satisfied upon receipt of the funds in full by Class Counsel. Defendant will have no responsibility or liability in connection with the allocation of the Court-approved Class Counsel Payment, or for any tax obligations or payments associated with the Class Counsel Payment.

Except for the Court-approved Class Counsel Payment, the Parties will be responsible for their respective fees, costs, and expenses incurred in connection with the Lawsuit. No interest will accrue with respect to the Court-approved Class Counsel Payment.

B. Service Award to Class Representatives: The Class Representatives shall seek, and Defendant agrees to pay, a service award of $1,000 per Class Representative, subject to Court approval (the "**Service Award**"). This Service Award shall be separate and apart from any other sums agreed under this Settlement. Class Counsel and Class Representatives agree not to seek a Service Award greater than $1,000 per Class Representative.

Class Counsel will petition for approval of the Service Award at least 14 days before the deadline to opt-out or object, or on such other deadline as set by the Court. Defendant will pay, or cause to be paid, the amount approved by the Court that does not exceed $1,000 per Class Representative in total. The Court-approved Service Award will not affect any benefit provided to Class Members, including Class Representatives' benefits as achieved through their submission of a valid Claim Form. Defendant will pay, or cause to be paid, the Court-approved Service Award within 30 days of the Effective Date by check payable to the Settlement Administrator, or by wire transfer pursuant to wire instructions provided by the Settlement Administrator. Defendant's obligation for payment of any Court-approved Service Award will be fully satisfied upon receipt of the check or wire transfer pursuant to wire instructions provided by Class Counsel. Class Representatives will bear all liability (beyond the Court-approved Service Award payment itself), and Defendant will bear no liability, for payment of taxes due, if any, on the Court-approved Service Award. No interest will accrue with respect to the Court-approved Service Award if paid in accordance with the Settlement Agreement. If the Court reduces or disapproves Class Counsel's Service Award request, that will not be grounds to terminate the Settlement Agreement.

Services Awards shall be paid by Defendant to the Settlement Administrator within thirty (30) days of the Effective Date.

SETTLEMENT ADMINISTRATION

10. Claims and Settlement Administration:

A. Claims Administrator: The Parties have selected Analytics, LLC as the third-party claims administrator ("**Claims Administrator**") to provide notice of the settlement to the Monetary Settlement Class and otherwise administer the settlement, subject to the approval of the Court. The Claims Administrator will administer the settlement, including: (1) providing notification of the proposed settlement to the Monetary Settlement Class Members, which may include direct notification through mail and/or email (where e-mail addresses are available); (2) providing notification of the proposed settlement to the Injunctive Relief Settlement Class Members through publication notice; (3) creating and hosting a website, publicly accessible through the end of the Claims Period, dedicated to providing information related to this Lawsuit and access to relevant publicly available court documents relating to this Lawsuit, the settlement, and the Settlement Agreement, including the "Short Form Notice" and the "Long Form Notice" of the settlement (attached hereto as **Exhibits B and C**, respectively), and offering Monetary Settlement Class Members the ability to submit claims and supporting documentation for relief; (4) maintaining a toll-free telephone number and P.O. Box by which Settlement Class Members can seek additional information regarding the Settlement Agreement; (5) processing claims and supporting documentation submissions, and the provision of approved payments to Monetary Settlement Class Members; (6) processing requests for exclusion from Settlement Class Members; and (7) providing any other administrative needs outlined by relevant provisions of the Settlement Agreement. Upon reasonable notice, the Claims Administrator and Defendant will make available

for inspection by Class Counsel such information as reasonably necessary for Class Counsel to confirm that the Claims Administrator and Defendant have complied with the settlement administration aspects of the Settlement.

B. Review and Assistance. Class Counsel will be permitted to audit and review actual (or summary reports on) claims made, claims approved or denied, checks issued, calculation of benefits under the settlement, returned checks and uncashed checks to assist with (1) the effectuation of the settlement, and (2) the Parties' desire to reasonably ensure that the benefits are administered in a manner that attempts to reach each Settlement Class Member.

C. Cost of Settlement Administration. Defendant will be responsible for the cost of settlement administration, including the payment of the Claims Administrator. The cost of settlement administration will be paid by Defendant, separate and apart from the relief provided to Class Members. Class Counsel will not instruct the Claims Administrator to perform any work beyond that contemplated in this Agreement without the prior consent of Defendant.

D. Dispute Resolution.

i. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) a respective Claimant is a Monetary Settlement Class Member; (2) that Claimant has provided all information needed to complete the Settlement Class Claim Form, including any documentation that may be necessary to reasonably support the losses and/or reimbursements described in Paragraph 4; and (3) the information submitted could lead a reasonable person to conclude that more likely than not that that Claimant has suffered the claimed losses as a result of the Data Incident. The Claims Administrator may, within thirty (30) days of the

Claims Deadline, request from the Claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the claim, documentation requested on the Settlement Class Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will deem those claims invalid.

ii. Upon receipt of an incomplete or unsigned Settlement Class Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request via email or US Mail additional information ("**Claim Supplementation**") and give the Claimant 21 days from the date the request is sent to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within 30 days of the receipt of such Claim Form. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

iii. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have 10 days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the Claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claims Administrator determines that such a claim is not facially valid

because the Claimant has not provided all information needed to complete the Claim Form and enable the Claim Administrator to evaluate the claim, then the Claims Administrator may reject the claim without any further action. If the claim is rejected in whole or in part for other reasons, then the claim may be referred to a claims referee, who shall be selected by mutual agreement of the Parties should the need arise for said selection.

iv. If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within 30 days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within 30 days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. The claims referee shall make a final decision within 30 days of the latter of the following events: its receipt of the submitted dispute or its receipt of all supplemental information requested.

11. **No Other Financial Obligations on Defendant**: Defendant will not be obligated to pay any fees, expenses, or costs in connection with the Lawsuit or the Settlement Agreement other than the amounts and categories specifically provided for in the Settlement Agreement.

RELEASE

12. Release:

A. Upon the Effective Date, each Monetary Relief Class Representative, Injunctive Relief Class Representative, and Monetary Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including all those pled in Plaintiffs' Consolidated Complaint and initially filed individual complaints; 15 U.S.C. §§ 45, *et seq.*, and all similar statutes in effect in any states in the United States as defined below; violations of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, and all similar state consumer-protection statutes; violations of the California Consumer Protection Act of 2018, Cal. Civ. Code § 1798, *et seq.*, and all similar state privacy-protection statutes; violations of the California Customer Records Act, Cal. Civ. Code § 1798.84, *et seq.*, and all similar notification statutes in effect in any states in the United States; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown,

liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any member of the Monetary Settlement Class against Defendant, and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners, trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors, including any customer on whose behalf Defendant provided notice on behalf of in the Data Incident, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant's and these entities' respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns (the "**Released Parties**"), based on, relating to, concerning or arising out of the Data Incident and alleged theft of or impact to other personal information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Lawsuit (the "**Released Claims**"). Released Claims shall not include the right of Monetary Relief Class Representatives, Injunctive Relief Class Representatives, any Monetary Settlement Class Member, or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of the Settlement Class Members who have timely excluded themselves from the Settlement Class. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing,

prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

B. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Lawsuit and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

> 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.

Upon the Effective Date, each Monetary Settlement Class Member shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Monetary Settlement Class Members acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by

operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

C. Upon the Effective Date, each Injunctive Relief Class Member shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Parties from any and all claims for injunctive and/or declaratory relief as expressly described in this Agreement or arising out of or related to the Incident. Nothing in this Agreement shall be construed to release, waive, or otherwise affect any claims for monetary damages, restitution, or other forms of monetary relief.

D. Upon the Effective Date, Defendant shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Monetary Relief Class Representatives, Injunctive Relief Class Representatives, each and all of the Monetary Settlement Class Members, and Class Counsel, of all claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit, except for enforcement of the Settlement Agreement. Any other claims or defenses Defendant may have against such persons including, without limitation, any claims based upon or arising out of any contractual, employment, or other business relationship with such persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit are specifically preserved and shall not be affected by the preceding sentence

13. **No Release of Unrelated Claims**: Notwithstanding the foregoing, the Parties expressly agree and acknowledge that the Release negotiated herein shall not apply to any litigation or claim not related to or arising out of the Incident.

SETTLEMENT APPROVAL PROCESS

14. **Preliminary Approval Order**: As soon as practicable after the execution of the Settlement Agreement, the Parties shall jointly submit this Settlement Agreement to the Court, and Plaintiffs will file a motion for preliminary approval of the settlement, requesting entry of a preliminary approval order, which:

A. Preliminarily approves the Settlement Agreement;

B. Certifies the Settlement Classes for settlement purposes pursuant to Paragraph 2;

C. Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to the Settlement Class Members;

D. Appoints the Claims Administrator in accordance with Paragraph 10;

E. Approves the notice program (as described *supra*) and directs the Claims Administrator and Defendant to provide notice to Settlement Class Members in accordance with said notice program;

F. Approves the Short Form Notice to be mailed to Monetary Settlement Class Members and the Long Form Notice and publication notice;

G. Approves the Claim Form and directs the Claims Administrator to conduct settlement administration in accordance with the provisions of the Settlement Agreement;

H. Approves the Exclusion, *e.g.*, opt-out, and Objection procedures outlined in the Settlement Agreement;

I. Schedules a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court;

J. Appoints Plaintiffs Sheila Crosby, Richard Dusterhoft, Robin Guertin, Michael Meza, Shira Haid, Aria Nardi, Jeffrey Neil Young, and Marcie Strickland as the Monetary Relief Class Representatives and Donna Gear, Andrew Gibson, Vera Hays, Tina Ingram, Nakia King, Crystal Lamb, Thomas Luca, and Cynthia Saffo, as Injunctive Relief Class Representatives;

K. Appoints Gary F. Lynch of Lynch Carpenter, LLP and Gary M. Klinger of Milberg, PLLC as Class Counsel for settlement purposes; and

L. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of the Settlement Agreement.

A copy of the proposed Preliminary Approval Order is attached as **Exhibit D**. Should the Court decline to preliminarily approve any aspect of the Settlement Agreement, with the exception of payment of Class Counsel fees and expenses or Class Representatives' Service Awards, the Settlement Agreement 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 Lawsuit as if the settlement had not occurred.

15. **Class Notice**: By no later than 30 days following entry of the Preliminary Approval Order (the "**Notice Completion Deadline**"), the Claims Administrator will notify Settlement Class Members of the settlement with (a) the Short Form Notice sent by U.S. mail and/or email (where e-mail addresses are available) to Monetary Settlement Class Members, and (b) media publication to Injunctive Relief Settlement Class Members. The Notice of Proposed Settlement (the "**Class Notice**") will advise that Monetary Settlement Class Members have 90 days from the date that the Class Notice is sent to submit a claim (the "**Claims Deadline**"). Before mailing the notice, the Claims Administrator will update each Monetary Settlement Class Member's address through a reliable service of the Claims Administrator's choosing that is consistent with its customary business practices. If any mail or e-mail notice is returned to the Claims Administrator as undelivered and a forwarding address is provided, the Claims Administrator will re-mail one additional time to the new address. For those notices returned to the Claims Administrator as undeliverable with no forwarding address, the Claims Administrator will perform a skip trace search and/or make other reasonable efforts to locate an updated address and, where such an address is found, will re-mail the notice to the updated address.

16. **Right of Exclusion**: Monetary Settlement Class Members who submit a timely, written request for exclusion from the Settlement Class will be excluded from the Monetary

Settlement Class. A request for exclusion must be in writing and signed by the Monetary Settlement Class Member, and the written request must state the name, address, and phone number of the person seeking exclusion. The written request also must clearly manifest a person's intent to be excluded from the Monetary Settlement Class. The request must be mailed to the Claims Administrator at the address provided in the Class Notice no later than 60 days from the date the Class Notice is issued, or any other date set by the Court. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Class Notice, or that is not mailed by the deadline will be invalid and the person submitting the request will remain a Monetary Settlement Class Member. A Monetary Settlement Class Member who submits a valid Claim Form is not eligible for exclusion, and any subsequent request for exclusion will be invalid. All persons who submit valid, timely notices of their intent to opt out of the Monetary Settlement Class shall not receive any monetary benefits of the Settlement Agreement. All persons falling within the definition of the Monetary Settlement Class who do not request to be excluded from the Monetary Settlement Class in the manner described in this Paragraph shall be bound by the terms of the Settlement Agreement. Class Counsel will file a list of Monetary Settlement Class Members requesting exclusion with the Court. Injunctive Relief Class Members cannot submit a request for exclusion from the Settlement.

17. **Right to Object**: Any Settlement Class Member who objects to the settlement may appear individually or through counsel, at his or her own expense, at the Final Approval Hearing to present any relevant evidence or argument. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 60 days from the date that the Class Notice is issued, or any other date set by the Court, the Settlement Class Member files with the Court and mails to Class Counsel and Defendant's counsel written

objections that include: (a) the title of the case; (b) the objector's name, address, and telephone number; (c) all legal and factual bases for any objection; and (d) copies of any documents that the objector wants the Court to consider. Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited 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 terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement shall be through the provisions set forth in this Paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Rules of Appellate Procedure and not through a collateral attack.

18. **Final Approval Hearing**: At the time of the submission of the Settlement Agreement to the Court for preliminary approval, the Parties shall request that the Court hold a hearing on final approval of the settlement (the "**Final Approval Hearing**") approximately 120 days after entry of the Preliminary Approval Order.

19. **Motion for Final Approval**: 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 final approval of the Settlement Agreement.

20. **Final Judgment and Order**: At the Final Approval Hearing, the Parties will ask the Court to enter final judgment (the "**Final Judgment and Order**").

21. **Finality of Judgment**: The Final Judgment and Order will be deemed final, and the "Effective Date" will occur: (a) 35 days after the Final Judgment and Order if entered if no notice of appeal or motion tolling the time for appeal is filed; or (b) if any such document is filed, 14 days after all appellate proceedings (including proceedings in the Court in the event of a remand) have been finally terminated and the Settlement Agreement has been finally approved in all material respects.

MISCELLANEOUS PROVISIONS

22. **Right to Terminate Settlement**: Prior to final approval the Parties shall each shall have the right to terminate the Settlement Agreement. If any Party opts to terminate the settlement agreement, the Parties shall return to their respective positions immediately prior to entering into the Settlement Agreement and the Parties' settlement negotiations shall not be admissible in any legal proceeding or construed as an admission of liability by Defendant or a concession by Class Representatives in any manner.

23. **Integration and Drafting**: The Settlement Agreement was drafted and negotiated by counsel for the Parties at arm's length. It sets forth the entire agreement among the Parties based on the material terms agreed to with the assistance of a third-party neutral.

24. **Amendment, Court Approval, Extensions**: The Settlement Agreement may not be amended without the written consent of Class Counsel and counsel for Defendant and approval of the Court; provided, however, that the Parties may agree to reasonable extensions of time to carry out any provision of the Settlement Agreement, and provided further that any extension of more than 30 days must be approved by the Court.

25. **Construction**: The Settlement Agreement has been drafted by all Parties and shall not be construed for or against any of the Parties.

26. **Integration of Exhibits**: The exhibits to the Settlement Agreement are incorporated by reference and are an integral part of the Settlement Agreement.

27. **Counterparts**: The Settlement Agreement may be executed in counterparts, each of which will be considered an original. Executed signature pages are valid and enforceable whether they are original or copies, and whether transmitted by facsimile, email, or any other means.

28. **Advice of Counsel**: 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.

29. **No Evidence, No Admission**: In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings related to it be offered or received as evidence in the Lawsuit or in any other proceeding, except in a proceeding to enforce the Settlement Agreement (including its release). Without limiting the foregoing, neither the Settlement Agreement nor any related negotiations will be offered or received as evidence, or as an admission or concession, by any person of any matter, including, but not limited to, any alleged wrongdoing on the part of Defendant or the appropriateness of certification of any class.

30. **Tax Consequences**: Defendant gives no opinion as to the tax consequences to Settlement Class Members or anyone else. Each Settlement Class Member's or other person's tax obligations, if any, and the determination of those obligations, are the sole responsibility of the

Settlement Class Member or other person. Defendant and Class Counsel will act as they determine are required by the Internal Revenue Code in reporting any settlement benefit provided or attorneys' fees or costs received pursuant to the Settlement Agreement.

31. **Cooperation in Effecting Settlement**: The Parties, their successors and assigns, and their attorneys will implement the Settlement Agreement in good faith, use good faith in resolving any disputes that may arise in the implementation of the Settlement Agreement, cooperate with one another in seeking Court approval of the Settlement Agreement, and use their best efforts to effect the prompt consummation of the Settlement Agreement.

32. **Publicity**: The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. The Parties reserve the right to rebut, in a matter that such Party determines to be appropriate, any contention made in any public forum that the Lawsuit was brought or defended in bad faith or without a reasonable basis. Notwithstanding the foregoing, the Parties may include on their websites, or social media, or provide to Settlement Class Members the notice and any signed orders from the Court regarding the settlement and may respond to inquiries from Settlement Class Members regarding the substance of the settlement; provided however, that such responses shall in no way be disparaging to a Party. Defendant may, at its sole discretion, make a public statement about its operating procedures, or changes to these procedures, relating to cybersecurity.

33. **Authority to Execute Agreement**: Each person executing the Settlement Agreement represents that he or she is authorized to execute it.

34. **No Assignment**: The Parties represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

35. **Successors and Assigns**: This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

36. **Jurisdiction**: This 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 the Settlement Agreement.

37. **Governing Law**: This Agreement shall be governed by and construed in accordance with the Laws of the State of Wisconsin, without regard for its choice-of-law rules.

[Remainder of Page Intentionally Left Blank]

Dated: July 9, 2026

LYNCH CARPENTER, LLP

By: _____
Gary Lynch
1133 Penn Ave., Floor 5
Pittsburgh, PA 15222
gary@lcllp.com

MILBERG, PLLC

Dated: July 2, 2026

By: Gary M. Klinger
Gary M. Klinger
227 W. Monroe Street, Suite 2100
Chicago, IL 60606

Attorneys for the Named Plaintiffs and the Putative Class

Dated: _____

MULLEN COUGHLIN LLC

By: _____
426 W. Lancaster Avenue
Suite 200
Devon, PA 19333

Attorney for OneTouchPoint, Inc.

[signatures continued on next page]

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Dated: _____

LYNCH CARPENTER, LLP

By: _____
Gary Lynch
1133 Penn Ave., Floor 5
Pittsburgh, PA 15222
gary@lcllp.com

Dated: July 2, 2026

MILBERG, PLLC

By: Gary M. Klinger
Gary M. Klinger
227 W. Monroe Street, Suite 2100
Chicago, IL 60606

Attorneys for the Named Plaintiffs and the Putative Class

Dated: July 10, 2026

MULLEN COUGHLIN LLC

By: Jordan O'Donnell
426 W. Lancaster Avenue
Suite 200
Devon, PA 19333

Attorney for OneTouchPoint, Inc.

[signatures continued on next page]

Dated: 7/8/2026

Sheila l Crosby
ID qXcJByBUveKqVMqCn96GtKr3

Sheila Crosby
Plaintiff

Dated: _____

_____

Richard Dusterhoft
Plaintiff

Dated: _____

_____

Robin Guertin
Plaintiff

Dated: 7/7/2026

Michael Meza
ID bM3nsquANmXrMKtKJAzM5z1g

Michael Meza
Plaintiff

Dated: _____

_____

Shira Haid
Plaintiff

Dated: _____

_____

Aria Nardi
Plaintiff

Dated: _____

_____

Jeffrey Neil Young
Plaintiff

Dated: _____

_____

Marcie Strickland
Plaintiff

[*signatures continued on next page*]

Dated:_____

Sheila Crosby
Plaintiff

Dated: 7 July 2026

R E Dusterhoft
R E Dusterhoft (Jul 6, 2026 10:13:52 CDT)

Richard Dusterhoft
Plaintiff

Dated: _____

Robin Guertin
Plaintiff

Dated: _____

Michael Meza
Plaintiff

Dated: _____

Shira Haid
Plaintiff

Dated: _____

Aria Nardi
Plaintiff

Dated: _____

Jeffrey Neil Young
Plaintiff

Dated:_____

Marcie Strickland
Plaintiff

[*signatures continued on next page*]

Dated:_____

_____
Sheila Crosby
Plaintiff

Dated: _____

_____
Richard Dusterhoft
Plaintiff

Dated: 07 / 08 / 2026

Robin Mac Guertin
_____
Robin Guertin
Plaintiff

Dated: _____

_____
Michael Meza
Plaintiff

Dated: _____

_____
Shira Haid
Plaintiff

Dated: _____

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Aria Nardi
Plaintiff

Dated: _____

_____
Jeffrey Neil Young
Plaintiff

Dated:_____

_____
Marcie Strickland
Plaintiff

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Docusign Envelope ID: 3B9634FB-E8B9-8691-827A-BE20D5E3C971

Dated: _____

Sheila Crosby
Plaintiff

Dated: _____

Richard Dusterhoft
Plaintiff

Dated: _____

Robin Guertin
Plaintiff

Dated: _____

Michael Meza
Plaintiff

Dated: 7/9/2026

Signed by:
SH
6767E86D044145D...
Shira Haid
Plaintiff

Dated: _____

Aria Nardi
Plaintiff

Dated: _____

Jeffrey Neil Young
Plaintiff

Dated: _____

Marcie Strickland
Plaintiff

[***signatures continued on next page***]

Dated:_____

_____
Sheila Crosby
Plaintiff

Dated: _____

_____
Richard Dusterhoft
Plaintiff

Dated: _____

_____
Robin Guertin
Plaintiff

Dated: _____

_____
Michael Meza
Plaintiff

Dated: _____

_____
Shira Haid
Plaintiff

Dated: 07/07/2026

Aria Nardi
Aria Nardi
Plaintiff

Dated: _____

_____
Jeffrey Neil Young
Plaintiff

Dated:_____

_____
Marcie Strickland
Plaintiff

[*signatures continued on next page*]

Dated:_____

_____
Sheila Crosby
Plaintiff

Dated: _____

_____
Richard Dusterhoft
Plaintiff

Dated: _____

_____
Robin Guertin
Plaintiff

Dated: _____

_____
Michael Meza
Plaintiff

Dated: _____

_____
Shira Haid
Plaintiff

Dated: _____

_____
Aria Nardi
Plaintiff

Dated: 2026-07-08

jyoung@solidarity.law
_____
Jeffrey Neil Young
Plaintiff

Dated:_____

_____
Marcie Strickland
Plaintiff

[*signatures continued on next page*]

Document Ref: CGKNZ-F2B2Q-7V5JE-2ZFN6

Dated: _____

Sheila Crosby
Plaintiff

Dated: _____

Richard Dusterhoft
Plaintiff

Dated: _____

Robin Guertin
Plaintiff

Dated: _____

Michael Meza
Plaintiff

Dated: _____

Shira Haid
Plaintiff

Dated: _____

Aria Nardi
Plaintiff

Dated: _____

Jeffrey Neil Young
Plaintiff

Dated: 07/06/2026

Marcie Strickland
Marcie Strickland (Jul 6, 2026 15:13:40 EDT)
Marcie Strickland
Plaintiff

[*signatures continued on next page*]

Dated: 7/7/2026

ID FM7Vq5RrzThmRF76g1KnULCB

Donna Gear
Injunctive Relief Class Representative

Dated: _____

Andrew Gibson
Injunctive Relief Class Representative

Dated: _____

Vera Hays
Injunctive Relief Class Representative

Dated: _____

Tina Ingram
Injunctive Relief Class Representative

Dates: _____

Nakia King
Injunctive Relief Class Representative

Dated: _____

Crystal Lamb
Injunctive Relief Class Representative

Dated: _____

Thomas Luca
Injunctive Relief Class Representative

Dated: _____

Cynthia Saffo
Injunctive Relief Class Representative

[*signatures continued on next page*]

Dated: _____

Donna Gear
Injunctive Relief Class Representative

Dated: 07/07/2026

Melissa gibson (Jul 7, 2026 17:49:46 EDT)

Andrew Gibson
Injunctive Relief Class Representative

Dated: _____

Vera Hays
Injunctive Relief Class Representative

Dated: _____

Tina Ingram
Injunctive Relief Class Representative

Dates: 07/06/2026

Nakia King (Jul 6, 2026 14:22:58 EDT)

Nakia King
Injunctive Relief Class Representative

Dated: _____

Crystal Lamb
Injunctive Relief Class Representative

Dated: _____

Thomas Luca
Injunctive Relief Class Representative

Dated: _____

Cynthia Saffo
Injunctive Relief Class Representative

[*signatures continued on next page*]

Dated: _____

_____
Donna Gear
Injunctive Relief Class Representative

Dated: _____

_____
Andrew Gibson
Injunctive Relief Class Representative

Dated: July 8, 2026

Estate of Vera Hays/
James C. Hays - Executor
_____
Vera Hays
Injunctive Relief Class Representative

Dated: _____

_____
Tina Ingram
Injunctive Relief Class Representative

Dates: _____

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Nakia King
Injunctive Relief Class Representative

Dated: _____

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Crystal Lamb
Injunctive Relief Class Representative

Dated: _____

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Thomas Luca
Injunctive Relief Class Representative

Dated: _____

_____
Cynthia Saffo
Injunctive Relief Class Representative

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Dated: _____

Donna Gear
Injunctive Relief Class Representative

Dated: _____

Andrew Gibson
Injunctive Relief Class Representative

Dated: _____

Vera Hays
Injunctive Relief Class Representative

Dated: 07/08/26

Tina Ingram (Jul 8, 2026 15:51:30 EDT)

Tina Ingram
Injunctive Relief Class Representative

Dates: _____

Nakia King
Injunctive Relief Class Representative

Dated: _____

Crystal Lamb
Injunctive Relief Class Representative

Dated: _____

Thomas Luca
Injunctive Relief Class Representative

Dated: _____

Cynthia Saffo
Injunctive Relief Class Representative

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Dated: _____

Donna Gear
Injunctive Relief Class Representative

Dated: _____

Andrew Gibson
Injunctive Relief Class Representative

Dated: _____

Vera Hays
Injunctive Relief Class Representative

Dated: _____

Tina Ingram
Injunctive Relief Class Representative

Dates: _____

Nakia King
Injunctive Relief Class Representative

Dated: 07 / 06 / 2026

Crystal Lamb
Injunctive Relief Class Representative

Dated: _____

Thomas Luca
Injunctive Relief Class Representative

Dated: _____

Cynthia Saffo
Injunctive Relief Class Representative

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Dated: _____

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Donna Gear
Injunctive Relief Class Representative

Dated: _____

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Andrew Gibson
Injunctive Relief Class Representative

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Vera Hays
Injunctive Relief Class Representative

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Tina Ingram
Injunctive Relief Class Representative

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Nakia King
Injunctive Relief Class Representative

Dated: _____

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Crystal Lamb
Injunctive Relief Class Representative

Dated: 07 / 14 / 2026

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Thomas Luca
Injunctive Relief Class Representative

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Cynthia Saffo
Injunctive Relief Class Representative

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Donna Gear
Injunctive Relief Class Representative

Dated: _____

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Andrew Gibson
Injunctive Relief Class Representative

Dated: _____

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Vera Hays
Injunctive Relief Class Representative

Dated: _____

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Tina Ingram
Injunctive Relief Class Representative

Dates: _____

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Nakia King
Injunctive Relief Class Representative

Dated: _____

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Crystal Lamb
Injunctive Relief Class Representative

Dated: _____

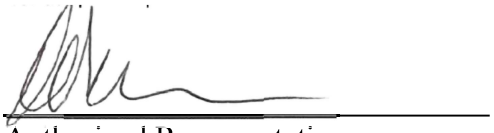
_____
Thomas Luca
Injunctive Relief Class Representative

Dated: 07/08/26

Cynthia Saffo
Cynthia Saffo (Jul 8, 2026 15:35:42 CDT)
_____
Cynthia Saffo
Injunctive Relief Class Representative

[*signatures continued on next page*]

Dated: 7/9/2026



Authorized Representative
OneTouchPoint, Inc.

EXHIBIT A

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

Dusterhoft v. OneTouchPoint Corp.
Case No. 2025CV002181
Circuit Court of Waukesha County, Wisconsin

OTP DATA INCIDENT CLAIM FORM

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

GENERAL INSTRUCTIONS

You are a Settlement Class Member and eligible to submit a Claim for benefits from this settlement if you are a resident of the United States and its territories whose Private Information was determined by OneTouchPoint Corp.'s ("OTP") investigation to have been impacted in the Data Incident in or about April 2022, or were a plaintiff in litigation arising from the Data Incident.

Excluded from the Settlement Classes are: a) Defendant's officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families, and members of their staff.

Data Incident means the cybersecurity incident in April 2022 suffered by OTP that resulted in the potential compromise of current and former OTP employees' Private Information.

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR BOTH OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS TO MONETARY SETTLEMENT CLASS MEMBERS

OTP will provide a number of benefits under the Settlement Agreement. Monetary Settlement Class Members may claim compensation for Ordinary Losses, Compensation for Extraordinary Losses, Compensation for Time Spent, or an Alternative Cash Payment. Class Members may also claim two years of Credit Monitoring.

Compensation for Ordinary Losses. Defendant will provide to Monetary Settlement Class Members who submit valid claims compensation for unreimbursed losses, such as: Out-of-pocket expenses, including bank fees, long-distance phone charges, data charges, postage, and fees for credit reports, credit monitoring, or other identity theft insurance. The compensation is capped at $500 per Claimant.

Compensation for Extraordinary Losses. Defendant will provide compensation to Monetary Settlement Class Members who submit valid claims for proven monetary losses, professional fees (e.g., attorneys' fees, accountants' fees), and fees for credit repair services incurred as a result of the Data Incident. The compensation is capped at $5,000 per Claimant.

The losses must be:

a. Actual, documented, and unreimbursed;
b. More likely than not caused by the Incident;
c. Occurred between April 28, 2022, and the Claims Deadline;
d. And not already covered by one or more of the normal compensation categories.

You must have also made reasonable efforts to avoid or seek reimbursement for the loss.

Compensation for Time Spent. Defendant will provide to Monetary Settlement Class Members who submit valid claims $25 per hour, for a maximum of four (4) hours (or $100 maximum), upon a submission of Claim and attestation of time spent responding to the Data Incident.

Alternative Cash Payment. In lieu of claiming compensation, Monetary Settlement Class Members who submit a valid and timely claim may elect to receive a one-time $75 payment without the need to document losses or attest to time spent as a result of the Incident.

Credit Monitoring. In addition to claiming compensation, Monetary Settlement Class Members who submit a valid and timely claim may elect to receive a two-year membership of 1B credit monitoring with at least $1 million in fraud protection.

THE EASIEST WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
www.[webstte].com

You may also print out and complete this Claim Form, and submit it by U.S. mail to: OTP Data Incident Settlement, c/o Analytics Consulting LLC, PO Box 20xx, Chanhassen MN 55317-20xx. An electronic image of the completed Claim Form can also be submitted by email to **[email]**

The deadline to submit a Claim Form online is **[claims deadline]**. If you are mailing your Claim Form, it must be mailed with a postmark date no later than **[claims deadline].**

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

Dusterhoft v. OneTouchPoint Corp.
Case No. 2025CV002181
Circuit Court of Waukesha County, Wisconsin

OTP DATA INCIDENT CLAIM FORM

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

I. MONETARY SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form.

First Name | Last Name

Street Address

City | State | Zip Code

Email Address | Phone Number | Claim number (if known)

II. CREDIT MONITORING

☐ Check this box if you would like to receive a two-year membership of 1B credit monitoring with at least $1 million in fraud protection.

III. COMPENSATION FOR ORDINARY LOSSES

☐ Check this box if you are seeking reimbursement for out-of-pocket expenses, including bank fees, long-distance phone charges, data charges, postage, and fees for credit reports, credit monitoring, or other identity theft insurance. You may submit "self-prepared" documents to add clarity or support to other submitted documentation, but self-prepared documents by themselves are not sufficient to file a valid claim.

This reimbursement is capped at $500 per Monetary Settlement Class Member.

Complete this table describing the supporting documentation you are submitting. 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.

Description of Documentation Provided	***Amount***
Example: Unauthorized purchases made with payment information compromised in the Data Incident	*$150*
TOTAL MONETARY LOSSES:	

IV. COMPENSATION FOR EXTRAORDINARY LOSSES

☐ Check this box if you are seeking reimbursement for **actual, documented** monetary losses that were incurred as a result of the Data Incident. **You must submit supporting documentation** demonstrating the actual, unreimbursed losses you are seeking reimbursement for. You may submit "self-prepared" documents to add clarity or support to other submitted documentation, but self-prepared documents by themselves are not sufficient to file a valid claim.

This reimbursement is capped at $5,000 per Monetary Settlement Class Member.

Complete this table describing the supporting documentation you are submitting. 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.

Description of Documentation Provided	***Amount***
Example: Unauthorized purchases made with payment information compromised in the Data Incident	*$150*

TOTAL MONETARY LOSSES:	

V. LOST TIME

All members of the Monetary Settlement Class who have spent time dealing with the Data Incident may claim up to four (4) hours for lost time at a rate of $25 per hour.

I spent this many hours of time related to the Data Incident:

☐ **Hour(s). Please round to the nearest hour (no documentation is needed).**

☐ **By checking this box, I attest that I spent the claimed time responding to issues raised by the Data Incident.**

Explanation of Time Spent Responding to Issues Raised by the Data Incident (Identify what you did and why)	**Approx. Date(s) (if known)**	**Number of Hour(s) rounded**
_____ _____ _____ _____ _____		

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

Dusterhoft v. OneTouchPoint Corp.
Case No. 2025CV002181
Circuit Court of Waukesha County, Wisconsin

OTP DATA INCIDENT CLAIM FORM

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

VI. ALTERNATIVE CASH PAYMENT

In lieu of claiming compensation, Monetary Settlement Class Members who submit a valid and timely claim may elect to receive a one-time $75 payment without the need to document losses or attest to time spent as a result of the Incident.

☐ Check this box if you would like to receive a one-time cash payment of $75.00

☐ Check this box to affirm the following (required): I swear and affirm that I am a resident of the United States and its territories, was notified of the Data Incident by OTP, and was notified that I qualify as a Monetary Settlement Class Member.

VII. PAYMENT SELECTION

Please select **one** of the following payment options if you are seeking reimbursement under Sections III, IV or V above.

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your Venmo account: __ __ __-__ __ __-__ __ __ __

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: _____-_____-_____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

Physical Check - Payment will be mailed to the address provided in Section I above. Add check box

VIII. ATTESTATION & SIGNATURE

I swear and affirm that the information provided in this Claim Form, and any supporting documentation provided 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.

_____	_____	_____
Signature	Printed Name	Date

Questions? Call [PHONE NUMBER] Toll-Free or Visit www.[WEBSITE].com

EXHIBIT B

OTP Data Incident Settlement
c/o Analytics Consulting LLC
P.O. Box 20xx
Chanhassen MN 55317-20xx

Dusterhoft v OneTouchPoint Corp.,
Case No. 2025CV002181, Circuit Court of Waukesha County, Wisconsin

IF YOUR PRIVATE INFORMATION MAY HAVE BEEN IMPACTED IN A DATA INCIDENT SUFFERED BY ONETOUCHPOINT CORP., A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

For more information about the proposed class action settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit
www.[website].com
or call toll-free **[phone number]**

A court has authorized this Notice.

This is not a solicitation from a lawyer.
You are not being sued.

First-Class Mail
US Postage Paid
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«Barcode»
Postal Service: Please do not mark barcode

Claim #: XXX- «PIN » - «MailRec»
«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»
«Country»

Why am I receiving this notice? A Settlement has been reached with OneTouchPoint Corp. ("OTP") in a class action lawsuit concerning A cybersecurity incident that resulted in potential compromise of individuals' Private Information in April 2022. OTP 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 at **www.[website].com**

Who is included in the Settlement? You are included in the Monetary Benefit Settlement Class if you are a resident of the United States and its territories whose Private Information was determined by OTP's investigation to have been impacted in the Data Incident in or about April 2022, or were a named plaintiff in litigation arising from the Data Incident. There is also an Injunctive Relief Settlement Class that includes individuals who were sent notice by OTP of potential impact to their Private Information in the April 2022 Data Incident, but for whom the impact could not be confirmed.

What are the Settlement benefits? Monetary Benefit Settlement Class Members may claim compensation of up to $500 for ordinary losses, compensation up to $5,000 documents extraordinary losses, compensation for time spent up to 4 hours at a rate of $25 per hour, or an alternative cash payment of $75. Monetary Benefit Settlement Class Members may also claim two years of Credit Monitoring.

How do I receive a benefit? Monetary Benefit Settlement Class Members may submit claims at **www.[website].com** or call **[phone numbers]** to receive a paper Claim Form. **Claims must be submitted online or postmarked by [claims deadline].**

Who represents me? The Court has appointed Gary F. Lynch of Lynch Carpenter, LLP and Gary M. Klinger of Milberg, Coleman, Philips, Grossman, PLLC as Interim Co-Lead Counsel (collectively, "**Class Counsel**).

What if I don't want to participate in the Settlement? If you do not want to be legally bound by the Settlement, you must exclude yourself by **[exclusion deadline]** or you will not be able to sue OTP 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 on the Settlement website at **www.[website].com** explains how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on **[date] at [time].** at the [location], to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for $1,500,000.00 to cover attorneys' fees and costs of litigation as well as a $1,000.00 service award to the named Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

THIS NOTICE IS ONLY A SUMMARY. VISIT
www.[website].com
OR SCAN THIS QR CODE FOR COMPLETE INFORMATION.

EXHIBIT C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Dusterhoft v OneTouchPoint Corp.
Case No. 2025CV002181
Circuit Court of Waukesha County, Wisconsin

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 OneTouchPoint Corp. ("Defendant" or "OTP") in a class action lawsuit concerning a cybersecurity incident it suffered that resulted in potential compromise of the Private Information of current and former patients or subscribers of OTP's clients and OTP employees' Private Information in April 2022 (the "Data Incident").

- The lawsuit is captioned *Dusterhoft v. OneTouchPoint, Inc.*, Case No. 2025CV002181, pending in the Circuit Court of Waukesha County, Wisconsin (the "Lawsuit").

- OTP denies each and all of the claims and contentions alleged against it in the Lawsuit and denies all charges of wrongdoing or liability alleged (or which could be alleged) in the Lawsuit but has agreed to a settlement to avoid the costs and risks associated with continuing the litigation.

- You are included in the Monetary Settlement Class if you are a resident of the United States and its territories whose Private Information was determined by OTP's investigation to have been impacted in the Data Incident in or about April 2022, or were a plaintiff in litigation arising from the Data Incident. You are included in the Injunctive Relief Settlement Class if you were sent notice by OTP of potential impact to your Private Information in the April 2022 Data Incident, but for whom the impact could not be confirmed.

- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF MONETARY SETTLEMENT CLASS MEMBERS' LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way for Monetary Settlement Class Members to receive benefits from this Settlement is by submitting a valid and timely Claim Form. The fastest way for a Monetary Settlement Class Member to submit a Claim Form is online at **[website]**. If they prefer, they can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. They may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	**[date]**
OPT OUT OF THE SETTLEMENT	Monetary Settlement Class Members can choose to opt out of the Settlement and receive no payment. This option allows them to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. They can hire their own legal counsel at their own expense.	**[date]**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If a Monetary Settlement Class Member does not opt out of the Settlement, they may object to it by writing to the Court about why they don't like the Settlement. They may also ask the Court for permission to speak about their objection at the Final Approval Hearing. If they object, they may also file a claim for Settlement benefits. Injunctive Relief Class Members may also object.	**[date]**
DO NOTHING	Unless a Monetary Settlement Class Member opts out of the settlement, they are automatically part of the Settlement. If they do nothing, they will not receive benefits from this Settlement and they will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	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.

	For complete information and to file a claim, scan this QR code to go directly to the Settlement website, **[website]**

WHAT THIS NOTICE CONTAINS

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Basic Information

1. Why was this Notice issued?

The Court of Waukesha County, Wisconsin authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit, and about all 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 captioned *Dusterhoft v. OneTouchPoint, Inc.*, Case No. 2025CV002181, pending in the Circuit Court of Waukesha County, Wisconsin. The persons who filed this lawsuit are called the "Plaintiffs" and the entity they sued, OTP, is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that private information of current and former individuals maintained by OTP was potentially compromised in April 2022, when OTP suffered a cybersecurity incident (the "Data Incident").

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 known as "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "class" or "settlement class members." One court resolves the lawsuit for all class members, except for those who opt out from a settlement. In this Settlement, the Plaintiffs and Monetary Relief Class Representatives are Sheila Crosby, Richard Dusterhoft, Robin Guertin, Michael Meza, Shira Haid, Aria Nardi, Jeffrey Neil Young, and Marcie Strickland. Donna Gear, Andrew Gibson, Vera Hays, Tina Ingram, Nakia King, Crystal Lamb, Thomas Luca, and Cynthia Saffo, are Injunctive Relief Class Representatives. Everyone included in this Lawsuit are the Settlement Class Members.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. Plaintiffs and the Defendant 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 Settlement Class is split into two classes:

1. The "Monetary Settlement Class":
    a. All persons in the United States and its territories whose Private Information was determined by OTP's investigation to have been impacted in the Data Incident in or about April 2022, as well as those named as plaintiffs in the Lawsuit and/or this Litigation.
2. The "Injunctive Relief Settlement Class":
    a. All persons in the United States and its territories who were sent notice by OTP of potential impact to their Private Information in the April 2022 Data Incident, but for whom the impact could not be confirmed.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Classes are: (a) Defendant's officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by contacting the Settlement Administrator at:

Email: **[email]**

Call toll free, 24/7: **[phone number]**

By mail: OTP Data Incident Settlement, c/o Analytics Consulting LLC, PO Box 20xx, Chanhassen, MN 55317-20xx.

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

The Settlement Benefits

7. What does the Settlement provide?

OTP will provide a number of benefits under the Settlement Agreement to Monetary Settlement Class Members. They may claim compensation for Ordinary Losses, Compensation for Extraordinary Losses, Compensation for Time Spent, or an Alternative Cash Payment. Monetary Settlement Class Members may also claim two-years of Credit Monitoring.

Compensation for Ordinary Losses. Defendant will provide to Monetary Settlement Class Members who make valid claims compensation for unreimbursed losses, such as: Out-of-pocket expenses, including bank fees, long-distance phone charges, data charges, postage, and fees for credit reports, credit monitoring, or other identity theft insurance. The compensation is capped at $500 per Claimant.

Compensation for Extraordinary Losses. Defendant will provide compensation to Monetary Settlement Class Members who make valid claims for proven monetary losses, professional fees (e.g., attorneys' fees, accountants' fees), and fees for credit repair services incurred as a result of the Data Incident. The compensation is capped at $5,000 per Claimant.

Compensation for Time Spent. Defendant will provide to Monetary Settlement Class Members who make valid claims $25 per hour, for a maximum of four (4) hours (or $100 maximum), upon a submission of a Claim and attestation of time spent responding to the Data Incident.

Alternative Cash Payment. In lieu of claiming compensation for ordinary losses, extraordinary losses, and time spent, Monetary Settlement Class Members who submit a valid and timely claim may elect to receive a one-time $75 payment without the need to document losses or attest to time spent as a result of the Incident.

Credit Monitoring. In addition to claiming compensation, Monetary Settlement Class Members who submit a valid and timely claim may elect to receive a two-year membership of one-bureau credit monitoring with at least $1 million in fraud protection.

Injunctive Relief means the Defendant has agreed to make changes to its cyber security. Members of the Injunctive Relief Settlement Class will benefit from the steps that Defendant has taken, or will take, to remediate the Data Incident and enhance its security in the relevant systems for a period of no less than five (5) years.

If you have questions about any of these benefits, or how to file a claim, you can contact the Settlement Administrator at:

Email**: [Email]**

Call toll free, 24/7: **[phone number]**

By mail: OTP Data Incident Settlement, c/o Analytics Consulting LLC, PO Box 20xx, Chanhassen, MN 55317-20xx.

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

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

Unless a Monetary Settlement Class Member opts out of the Settlement, they cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The "Release" section of the Settlement Agreement together with the Amendment to Class Action Settlement Agreement describe the legal claims that they give up if they remain in the Settlement Class. The Settlement Agreement and Amendment to Class Action Settlement Agreement are available for review at www.**[website]**.com.

Injunctive Relief Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Parties from any and all claims for injunctive and/or declaratory relief arising out of, or relating to, the Data Incident, but retain their rights to other claims being released by Monetary Settlement Class Members.

Submitting a Claim Form for Settlement Benefits

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

The fastest way to submit your Claim Form is online at www.**[website]**.com. If you prefer, you can download the Claim Form from the website and mail it to the Settlement Administrator at: OTP Data Incident Settlement, c/o Analytics Consulting LLC, PO Box 20xx, Chanhassen, MN 55317-20xx.

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, **[phone number]**, by email **[email]**, or by U.S. mail at the address above.

11. What is the deadline for submitting a claim?

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, along with any supporting documentation, must be mailed so it is postmarked no later than **[claims deadline]**.

12. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on **[date]**. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them.

Settlement benefits will be distributed if the Court grants final approval of the Settlement and after any appeals are resolved, or after the period to seek an appeal has expired.

The Lawyers Representing You

13. Do I have a lawyer in the case?

Yes, the Court appointed Gary F. Lynch of Lynch Carpenter, LLP and Gary M. Klinger of Milberg, PLLC as Interim Co-Lead Counsel (collectively, "**Class Counsel**).

14. Should I get my own lawyer?

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

15. How will Class Counsel be paid?

Class Counsel will seek Court approval for attorneys' fees and litigation costs not to exceed $1,500,000. These fees and costs, as well as the costs of administration, will be paid by OTP.

Excluding Yourself from the Settlement

16. How do I opt out of the Settlement?

If you are a Monetary Settlement Class Member and do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, there are steps that you must take to exclude yourself from the Settlement Class. This is called requesting an exclusion from, or "opting out" of the Settlement Class. The deadline to submit a request for exclusion from the Settlement is **[exclusion deadline].**

To exclude yourself from the Settlement, you must individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Monetary Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest a person's intent to be excluded from the Monetary Settlement Class.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, **postmarked no later than [exclusion deadline]**.

OTP Data Incident Settlement
ATTN: Exclusion Request
c/o Analytics Consulting LLC
PO Box 20xx
Chanhassen, MN 55317-20xx

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

Commenting on or Objecting to the Settlement

17. 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 a portion or all of the Settlement, you can object to it, if you choose. You can give reasons why you think the Court should not approve it. The Court will consider your views.

For an objection to be considered by the Court, the objection must include the following, or information substantially similar to the follow:

1. The title of the case;
2. Your name, address, and telephone number;
3. All legal and factual bases for any objection;
4. And copies of any documents that the objector was the court to consider.

To be timely, a written notice of an objection containing the above information must be mailed to Class Counsel and counsel for OTP, no later than **[Objection deadline]**.

Class Counsel	**Counsel for OTP**
Gary F. Lynch **Lynch Carpenter, LLP** 1133 Penn Ave, Floor 5 Pittsburg, PA 15222 Email: gary@lcllp.com Gary M. Klinger **Milberg, PLLC** 227 W Monroe St, Ste 2100 Chicago, IL 60606	Jordan O'Donnell Paulyne Gardner **Mullen Coughlin LLC** 426 W Lancaster Ave., Ste 200 Devon, PA 19333 jsodonnell@mullen.law pgardner@mullen.law

If you do not comply with the requirements for objecting you will waive and forfeit any and all rights you may have to appear separately and/or to object to the Settlement, and will be bound by all the terms of the Settlement and by all proceedings, orders and judgments in the Litigation.

18. 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

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

The Court will hold a final approval hearing on **[date] at [time],** in **[location]**

At the final approval hearing, the Court will consider whether to approve the Settlement, how much attorneys' fees and costs to award to Class Counsel for representing the Settlement Class, and whether to award a Service Award of $1,000 to the Plaintiffs who brought this Action on behalf of the Settlement Class. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your attorney may ask permission to speak at the hearing at your own cost (***See* Question 17**).

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

20. 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. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time.

If I Do Nothing

21. What happens if I do nothing at all?

If you are a Monetary Settlement Class Member and you do nothing, you will give up the rights described in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties about the legal issues resolved by this Settlement as more fully described in the Settlement Agreement and Amendment to Class Action Settlement

Agreement available for review at www.**[website]**.com. In addition, if you do nothing, you will not receive a benefit from this Settlement.

Getting More Information

22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, www.**[website]**.com.

If you have additional questions, you may contact the Settlement Administrator by email, phone, or mail:

Email: **[email]**

Call toll free, 24/7: **[phone number]**

By mail: OTP Data Incident Settlement, c/o Analytics Consulting LLC, PO Box 20xx, Chanhassen, MN 55317-20xx.

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

Publicly filed documents can also be obtained by visiting the office of [location].

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

	For complete information and to file a claim, scan this QR code to go directly to the Settlement website, www.**[website]**.com

EXHIBIT D

STATE OF WISCONSIN CIRCUIT COURT WAUKESHA COUNTY

RICHARD DUSTERHOFT, *et al,*

Plaintiffs,

v.

Case No. 2025CV002181

ONETOUCHPOINT CORP.,

Defendant.

[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT

WHEREAS, a Class Action Settlement Agreement ("Agreement" or "Settlement" was made and entered into between and among the following Parties: Plaintiffs and Proposed Monetary Relief Class Representatives Sheila Crosby, Richard Dusterhoft, Robin Guertin, Michael Meza, Shira Haid, Aria Nardi, Jeffrey Neil Young, and Marcie Strickland (collectively "Plaintiffs");proposed Injunctive Relief Class Representatives Donna Gear, Andrew Gibson, Vera Hays, Tina Ingram, Nakia King, Crystal Lamb, Thomas Luca, and Cynthia Saffo[1](collectively along with the Plaintiffs "Class Representatives), individually and on behalf of the Settlement Class Members, and Defendant OneTouchPoint Corp., ("Defendant" or "OTP" and collectively with the Class Representatives the "Parties"); and

NOW THEREFORE, having reviewed and considered the submissions presented with respect to the settlement set forth in the Agreement and the record in these proceedings, having

[1] The Injunctive Relief Class Representatives all filed separate lawsuits against Defendant OneTouchPoint Corp. for alleged injuries arising from this Data Incident but are not named plaintiffs in the above-captioned matter, as they received notice of the Data Incident but were not among those persons whose Private Information was ultimately and conclusively found to be impacted in the Data Incident.

heard and considered evidence presented by the parties and the arguments of counsel, having determined preliminarily that the settlement set forth in the Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

The Court incorporates by reference the definitions set forth in the Settlement Agreement.

The Court finds that it has jurisdiction over this matter, the Parties, and all Settlement Class Members.

Preliminary Settlement Class Certification

1. The Court certifies for settlement purposes only the following Settlement Class(es) pursuant to Wis. Stat. § 803.08:

The "Monetary Settlement Class" is defined as:

> All persons in the United States and its territories whose Private Information was determined by OTP's investigation to have been impacted in the Data Incident in or about April 2022, as well as those named as plaintiffs in the Lawsuit and/or this Litigation.

The "Injunctive Relief Settlement Class" is defined as:

> All persons in the United States and its territories who were sent notice by OTP of potential impact to their Private Information in the April 2022 Data Incident, but for whom impact could not be confirmed.

> Together the classes are referred to as the "Settlement Class." Excluded from the Settlement Classes are: (a) Defendant's officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff.

2. The Court determines that for settlement purposes only, the proposed Settlement Class likely meets all the requirements of Wis. Stat. § 803.08(1) and (2), namely that the Settlement

Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the Settlement Class Representatives are typical of absent Settlement Class Members; that the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

3. For purposes of settlement only, Plaintiffs Sheila Crosby, Richard Dusterhoft, Robin Guertin, Michael Meza, Shira Haid, Aria Nardi, Jeffrey Neil Young, and Marcie Strickland are preliminarily appointed as the Monetary Class Representatives.

4. For purposes of settlement only, Donna Gear, Andrew Gibson, Vera Hays, Tina Ingram, Nakia King, Crystal Lamb, Thomas Luca, and Cynthia Saffo are preliminarily appointed as the Injunctive Relief Class Representatives.

5. For purposes of settlement only, the Court preliminarily appoints Gary F. Lynch of Lynch Carpenter LLP and Gary M. Klinger of Milberg, PLLC as Settlement Class Counsel.

6. The Court finds that: (i) the proposed Agreement resulted from intensive arm's-length negotiations facilitated at times by various neutral third-party mediators, and between experienced attorneys who are familiar with data privacy class action litigation and with the legal and factual issues in these case; (ii) the proposed Settlement is in the best interests of the Settlement Class Members; and (iii) the terms of the proposed Settlement as evidenced by the Settlement Agreement appear to be sufficiently fair, reasonable, and adequate in light of the risks, delays, and expenses of further litigation, warranting notice of the Settlement Agreement to Settlement Class Members, and the scheduling of a final fairness hearing.

7. The Court finds that the proposed Settlement creates an equitable claims process that will allow Monetary Settlement Class Members an opportunity to obtain reimbursement for certain types of harm they may have suffered as a result of events alleged in the Litigation. This consideration along with the injunctive relief appears to be within the range of reasonableness and an adequate exchange for the Settlement Class's release of claims as described in the Settlement Agreement.

8. Accordingly, the Court grants preliminary approval of the Settlement, subject to final approval, and directs the Parties to conduct their plan for Notice as described in the Agreement.

Notice to the Settlement Classes

9. The Court finds that the Notice proposed in the Agreement, including in form, content, and method: (a) constitutes the best practicable notice to the Settlement Class; (b) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) is reasonable and constitutes due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfies the requirements of Wis. Stat. § 803.08, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notices are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class Members.

10. The Parties and Claims Administrator are authorized to make non-material modifications to the Notices and Claim Form, such as proofing and formatting alterations, without further order from this Court.

11. The Court appoints Analytics, LLC as the Settlement Administrator and orders it to provide Notice to the Settlement Class Members and perform services as set forth in the Settlement Agreement.

12. Within thirty (30) days after the issuance of the Preliminary Approval Order, the Claims Administrator shall effectuate direct Notice by U.S. mail and/or email (where e-mail addresses are available) to Monetary Settlement Class Members, and by targeted media publication to Injunctive Relief Settlement Class Members. The Notice as well as the Claim Form shall be posted on a Settlement Website created by the Claims Administrator.

Claims Process and Distribution Plan

13. The Agreement establishes a process for assessing and determining the validity of four types of claims (Credit Monitoring and Identity Theft Protection Services, Reimbursement for Ordinary Losses, Reimbursement for Extraordinary Losses, and an Alternative Cash Payment), and a methodology for paying Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves this process.

14. Monetary Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and Claim Form.

Exclusions from the Monetary Settlement Class

15. Monetary Settlement Class Members who submit a timely, written request for exclusion from the Settlement Class will be excluded from the Monetary Settlement Class. A request for exclusion must be in writing and signed by the Monetary Settlement Class Member, and the written request must state the name, address, and phone number of the person seeking exclusion. The written request also must clearly manifest a person's intent to be excluded from the

Monetary Settlement Class. The request must be mailed to the Claims Administrator at the address provided in the Class Notice no later than 60 days from the date the Class Notice is issued, or any other date set by the Court. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Class Notice, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Monetary Settlement Class Member.

16. A Monetary Settlement Class Member who submits a valid Claim Form is not eligible for exclusion, and any subsequent request for exclusion will be invalid.

17. All persons who submit valid, timely notices of their intent to opt out of the Monetary Settlement Class shall not receive any benefits of and/or be bound by the terms of the Settlement Agreement that pertain to Monetary Settlement Class Members only.

18. All persons falling within the definition of the Monetary Settlement Class who do not request to be excluded from the Monetary Settlement Class in the manner described herein shall be bound by the terms of the Settlement Agreement.

Objections to the Agreement

19. A Settlement Class Member who complies with the requirements of this Order may object to the Settlement, the request of Settlement Class Counsel for an award of attorneys' fees, and expenses, and/or the request for a Service Award.

20. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 60 days from the date that the Class Notice is issued, or any other date set by the Court, the Settlement Class Member files with the Court and mails to Class Counsel and Defendant's counsel a written objection that includes: (a) the title of the case; (b) the objector's name, address, and telephone number; (c) all legal and

factual bases for any objection; and (d) copies of any documents that the objector wants the Court to consider. Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf.

21. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited 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 terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Order. Without limiting the foregoing, any challenge to the Settlement Agreement shall be through the provisions set forth in this Order. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Rules of Appellate Procedure and not through a collateral attack.

Stay of Proceedings

22. Except as necessary to effectuate this Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court.

Continuance of Final Approval Hearing

23. 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.

Actions by Settlement Class Members

24. The Court stays and enjoins, pending Final Approval, any actions, lawsuits, or other proceedings brought by Settlement Class Members against Defendant related to the Litigation.

Final Approval Hearing

25. The Final Approval hearing shall take place before the Court on _____, 2026 at _____ a.m. / p.m. in Courtroom _____ before _____ of the Waukesha County Circuit Court, 515 W Moreland Blvd, Waukesha, WI 53188 to determine, among other things, whether: (a) the Agreement should be finally approved as fair, reasonable, and adequate and, in accordance with the Agreement's terms, all claims in the Litigation should be dismissed with prejudice as to the Released Parties; (b) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (c) the proposed Final Approval Order should be entered; (d) the application of Class Counsel for an award of attorneys' fees and expenses should be approved; and (e) the application for Service Awards to the Settlement Class Representatives should be approved. Any other matters that the Court deems necessary and appropriate will also be addressed at the hearing.

26. The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines under the Settlement and this Order include but are not limited to the following:

Event	**Deadline**
Notice Completion Deadline	30 days after Preliminary Approval
Claims Deadline	90 days after the Notice Completion Deadline
Objection and Exclusion Deadline	60 days after the Notice Completion Deadline

Motion for attorneys' fees, costs, and service awards	14 days prior to the Objection and Exclusion Deadline
Motion for Final Approval	14 days prior to the Final Approval Hearing
Final Approval Hearing	A date no earlier than 120 days after Preliminary Approval

DATED: _____

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This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: OneTouchPoint Data Breach Settlement Resolves Lawsuit Over 2022 Cyber Incident

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