STATE OF WISCONSIN CIRCUIT COURT DANE COUNTY

WILLIAM GEIGER and DENISE GALLAGHER, individually, and on behalf of all others similarly situated, Plaintiffs, v. DISABILITY RIGHTS WISCONSIN, INC., Defendant.	Case No.: 2024CV002072 Case Code: 30106

PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiffs William Geiger and Denise Gallagher ("Plaintiffs"), William Geiger and Denise Gallagher ("Plaintiffs"), on behalf of themselves and the proposed Settlement Class[1] of similarly situated individuals, respectfully submit this Unopposed Motion for Final Approval of Class Action Settlement and Memorandum of Law in support thereof. As set forth below and in the proposed Final Approval Order submitted herewith, Plaintiffs respectfully move pursuant to Wis. Stat. § 803.08 that this Court enter an Order and Final Judgment as follows: (a) granting certification of the Settlement Class for settlement purposes; (b) appointing Plaintiffs as Representative Plaintiffs and reaffirming as Class Counsel the attorneys appointed in the Preliminary Approval Order; (c) finding the Notice Program satisfied due process requirements and Wisconsin Statute § 803.08; (d) finding the terms of the Settlement are fair, reasonable, and

[1] Unless otherwise specified, capitalized terms not herein defined shall have the meaning ascribed to them in Settlement Agreement ("SA"), which is attached as Exhibit A to *Plaintiffs' Unopposed Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement*.

adequate; (e) directing the Parties, their attorneys, and the Settlement Administrator to consummate the Settlement in accordance with the Final Approval Order and the terms of the Agreement; (f) resolving all claims, including the Released Claims, against the Released Parties and ruling the Settlement is binding on all Settlement Class Members, including the Releases contained in the Agreement; (h) granting the Motion and Memorandum For Approval of Attorneys' Fees, Expenses, and Service Awards; and (i) dismissing the Lawsuit and entering a Final Judgment.[2]

I. INTRODUCTION

On December 17, 2025, the Court granted preliminary approval of the Settlement between Plaintiffs and Defendant Disability Rights of Wisconsin, Inc. ("Defendant" or "DRGW"), and ordered that Notice be given to the Settlement Class. The Settlement provides an excellent result for the approximately 19,150-person Settlement Class in the form of monetary and non-monetary relief, which includes: (i) attested losses related to time spent addressing the issues arising from the Data Breach capped at four (4) hours per individual claimant, at a rate of $21.25 per hour, for a maximum of $85.00 per claimant; (ii) up to $2,000 in reimbursement of documented losses fairly traceable to the Data Incident; and (iii) two years of single bureau credit monitoring that includes at least $1 million in identity theft protection and fraud insurance. SA, ¶¶ 3.3-3.5. This is an outstanding result for Plaintiffs and the Settlement Class considering the challenges faced and the risks of protracted litigation.

Following extensive arm's-length negotiations and both a full-day and half-day mediation, the Parties negotiated the Settlement, thereby allowing Plaintiffs to circumvent the many risks and uncertainties they would ultimately face at each stage of litigation if the case were to proceed to

[2] Defendant does not oppose final approval of the class action settlement.

trial. Indeed, Plaintiffs' claims involve the intricacies of data security litigation, which is a novel and constantly evolving area of the law. Although Plaintiffs believe in the merits of their claims, Defendant denies all charges of wrongdoing or liability. Against these risks, Class Counsel and Plaintiffs believe that the Settlement is fair, reasonable, and adequate, and represents an excellent result for the Settlement Class.

After this Court granted preliminary approval, the Settlement Administrator disseminated Notice to the Settlement Class as set forth in the Settlement Agreement. Individual Notice was provided directly to Settlement Class Members via first-class mail, successfully reaching 98% of the Settlement Class. *See* Declaration of Bryn Bridley on Class Notice and Settlement Administration attached hereto as **Exhibit 1** ¶ 10 ("Bridley Decl."). The Notice was written in plain language, providing each Settlement Class Member with information on how to make a claim, how to opt-out, and how to object to the Settlement. Settlement Class Members' support for the Settlement has been very favorable, with no objections and only one opt-out request. *See* Bridley Decl., ¶¶ 13.

For these reasons and those further set forth herein, Plaintiffs respectfully request the Court grant their Motion for Final Approval of the Class Action Settlement.

II. BACKGROUND AND PROCEDURAL HISTORY

In the interest of efficiency, for factual and procedural background on this case, Plaintiffs refer this Court to, and hereby incorporate, Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Incorporated Memorandum of Law in Support filed on December 11, 2025, and Plaintiffs' Motion for Attorneys' Fees and Costs and Class Representative Service Awards filed on December 30, 2025.

III. SUMMARY OF SETTLEMENT

The Settlement negotiated on behalf of the Settlement Class provides significant relief for the Plaintiffs and Settlement Class Members who submit timely and valid claims. The Settlement provides for relief for a Settlement Class of more than 16,000 individuals, which is defined as:

> All individuals residing in the United States whose Private Information was affected by the data breach discovered by Defendant that occurred in or around October 2023.

Id., ¶ 1.36. The Settlement specifically excludes: (i) Defendant; (ii) the Related Entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge. *Id*

A. Benefits to the Settlement Class

1. Attested Time

Settlement Class Members may submit a Claim for payment of Attested Losses related to the time spent addressing issues arising from the Data Breach. SA, ¶ 3.3(a). Such losses are capped at four (4) hours per individual claimant, reimbursed at a rate of $21.25 per hour, for a maximum payment of $85.00 per claimant. *Id.*

2. Extraordinary Expenses

Defendant will reimburse Documented Out-of-Pocket Extraordinary Expenses ("Extraordinary Expenses") incurred as a result of the Data Incident, up to a maximum of $2,000.00 per person, upon submission of reasonable third-party documentation. *Id.* ¶ 3.3(b). Documented Extraordinary Expenses include, without limitation and by way of example: (a)

monetary losses from fraud or identity theft; (b) professional fees, including attorney's fees, accountants' fees, and fees for credit-repair services; (c) costs associated with freezing or unfreezing credit with any credit reporting agency; (d) credit-monitoring costs incurred on or after the mailing of the Notice of Data Incident through the date of claim submission; and (e) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. *Id.*

3. Credit Monitoring

Settlement Class Members shall be offered an opportunity to enroll in two years of single bureau credit monitoring that includes at least $1 million in identity theft protection and fraud insurance. *Id.* ¶ 3.4.

B. Settlement Administration Costs (including Notice)

Defendant agreed to pay, or cause to be paid, in full the Costs of Settlement Administration (which includes Notice), including the cost of implementing and developing the Notice Program, as well as the costs of a Settlement Administrator to disseminate Notice, administer the Settlement, evaluate claims, and pay Settlement Class Members who submitted timely and valid claims. SA ¶ 5.11. The Notice Plan was carried out according to the procedure approved by the Court in its Preliminary Approval Order and complied with all applicable rules of due process under Wisconsin and federal law. *See* Bridley Decl. ¶¶ 4-12. The final cost will not be known to the Parties until administration is complete, however, such costs are currently estimated to be $44,143.00. *Id.* ¶ 20.

C. Release

Upon entry of the Final Approval Order, Settlement Class Members who do not submit a valid and timely request for exclusion from the Settlement Agreement will release claims against

Defendant related to the Data Incident. The "Released Claims" are fully defined in Paragraph 1.27 of the Settlement Agreement and include "any and all past, present, and future liabilities, rights, claims, counterclaims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies of any form, kind, or description, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, relate to, concern, arise out of, are connected with, or are based upon the Data Incident." SA, ¶ 1.27. The Release is tailored to address all of the claims that have been pleaded or could have been pleaded in the Lawsuit.

IV. THE SETTLEMENT MERITS FINAL APPROVAL

A class action may be settled, voluntarily dismissed, or compromised only with court approval. Wis. Stat. § 803.08. As a matter of public policy, Wisconsin courts strongly favor settlement as a method of resolving disputes. *See Pitts v. Revocable Tr. of Knueppel*, 282 Wis. 2d 550, 574, 698 N.W.2d 761 (2005). In the context of class actions, Wisconsin courts have looked to the Federal Rules of Civil Procedure for guidance. *See Harwood v. Wheaton Franciscan Servs., Inc.*, 2019 WI App 53, ¶ 5, 388 Wis.2d 546, 552, 933 N.W.2d 654, 657 (2019) (noting that under the Wisconsin class-certification statute, Wisconsin courts are directed to look to federal case law for guidance). Further, when "a state rule mirrors the federal rule, [Wisconsin courts] consider federal cases interpreting the rule to be persuasive authority." *Luckett v. Bodner*, 2009 WI 68, ¶ 29, 318 Wis. 2d 423, 437, 769 N.W.2d 504, 511. Thus, when a class action settlement is sought to be preliminarily approved, the Court must consider whether certification of a settlement class is appropriate, and whether the proposed settlement is fair and within the range of possible approval. *See, e.g.*, *In re TikTok, Inc., Consumer Priv. Litig*., 565 F.Supp.3d 1076, 1083-84 (N.D. Ill. 2021). Certification of a settlement class under Wis. Stat. § 803.08(1) requires: (i) numerosity; (ii)

commonality; (iii) typicality; and (iv) adequate representation. Further, Wis. Stat. § 803.08(2)(c) requires "the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy."

Determining whether the proposed Settlement is fair, reasonable, and adequate, requires the consideration of six additional criteria: (i) the strength of plaintiffs' case on the merits, balanced against the extent of the settlement offer; (ii) the complexity, length, and expense of further litigation; (iii) opposition to the settlement; (iv) class members' reaction to the settlement; (v) the opinion of competent counsel; and (vi) the stage of proceedings and the amount of discovery completed. *Wong v. Accretive Health, Inc.*, 773 F.3d 859, 863 (7th Cir. 2014). Deciding that a class action settlement is fair, reasonable, and adequate addresses the concern "for the unnamed class members whose interests the named plaintiffs represent and the settlement is meant to serve." *In re Subway Footlong Sandwich Mktg. & Sales Pracs. Litig.*, 869 F.3d 551, 556 (7th Cir. 2017). Further, courts have held there is typically a presumption that a proposed settlement is fair and reasonable when it is negotiated at arm's-length. *See, e.g.*, *Great Neck Cap. Appreciation Inv. P'ship, L.P. v. PricewaterhouseCoopers, LLP*, 212 F.R.D. 400, 410 (W.D. Wis. 2002). All of these factors are met here.

For the foregoing reasons, the Court should certify the class for settlement purposes, find that the class action Settlement is fair, reasonable, and adequate and finally approve the settlement pursuant to Wis. Stat. § 803.08.

A. Final Class Certification for Settlement Purposes is Appropriate

This Court preliminarily approved class certification for settlement purposes in its December 17, 2025 Order. At this juncture, final approval is appropriate.

1. The Elements of Wis. Stat. § 803.08 are Satisfied

Certification of a settlement class under Wis. Stat. § 803.08(1) requires: (i) numerosity; (ii) commonality; (iii) typicality; and (iv) adequate representation. Further, Wis. Stat. § 803.08(2)(c) requires "the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy."

a. The Class Satisfies Numerosity

Wisconsin law requires that plaintiffs demonstrate that "the class is so numerous that joinder of all members is impracticable." Previous decisions of the Wisconsin Court of Appeals have held that "forty-two identified class members was sufficient" to show numerosity. *Hammetter v. Verisma Sys., Inc.*, 2021 WI App 53, ¶ 10; *see also Harwood*, 2019 WI App 53, ¶ 55 ("That number is sufficient to satisfy the numerosity requirement, …, ***there are forty-two identified class members, and it does not matter for purposes of class certification if that is all there are.***") (emphasis added). This standard is easily satisfied here as there are over 16,000 members of the Settlement Class. Bridley Decl., ¶ 8.

b. Commonality is Satisfied

Statute § 803.08 also requires that there be "questions of law or fact common to the class." Wis. Stat. § 803.08. Common questions exist where the "determination of [their] truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke." *See Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 345 (2011). Common issues of law and fact exist where common evidence resolves the underlying liability issue as to each Class Member. *Hammetter*, 2021 WI App 53, ¶ 11. "[T]he potential need for individual damage determinations later in the litigation 'does not itself justify the denial of certification.'" *Id.* ¶ 13 (quoting *Mullins*

v. Direct Digit., LLC, 795 F.3d 654, 671 (7th Cir. 2015) ("It has long been recognized that the need for individual damage determinations at [the damages] stage of the litigation does not itself justify the denial of certification.")).

This is precisely the case here for settlement purposes. Plaintiffs assert that their claims turn on whether Defendant failed to prevent the accessibility of their Private Information as a result of the Data Incident. Plaintiffs allege that resolution of that inquiry revolves around evidence that does not vary from class member to class member and so can be fairly resolved—at least for purposes of settlement—for all Class Members at once. The commonality requirement is satisfied for settlement purposes.

c. Typicality is Satisfied

A claim is typical if the claims or defenses of the representative parties "arise[] from the same event or practice or course of conduct that gives rise to the claims of other class members and ... her claims are based on the same legal theory." *Rosario v. Livaditis*, 963 F.2d 1013, 1018 (7th Cir.1992). Even though some factual variations may not defeat typicality, the requirement is meant to ensure that the named representative's claims "'have the same essential characteristics as the claims of the class at large.'" *Retired Chi. Police Ass'n v. City of Chi.*, 7 F.3d 584, 597 (7th Cir.1993) (quoting *De La Fuente v. Stokely–Van Camp, Inc.*, 713 F.2d 225, 232 (7th Cir.1983)). Typicality seeks to ensure that there are no conflicts between the class representatives' claims and the claims of the class members represented. Here, the claims all involve Defendant's alleged failure to prevent the accessibility of Plaintiffs' and Class Members' Private Information in the Data Incident. Thus, for settlement purposes, Plaintiffs' claims are typical of the Class, and they are appropriate Class Representatives.

d. Plaintiffs and Class Counsel Adequately Represent the Settlement Class

Statute § 803.08 also requires that the representative parties (here Plaintiffs and Class Counsel) "fairly and adequately protect the interests of the class." Wis. Stat. § 803.08. "In determining adequacy of representation, the primary criteria are: (1) whether the plaintiffs or counsel have interests antagonistic to those of absent class members; and (2) whether class counsel are qualified, experienced and generally able to conduct the proposed litigation." *Hammetter*, 2021 WI App 53, ¶ 21 (quoting *Cruz v. All Saints Healthcare Sys., Inc.*, 2001 WI App 67, ¶ 18, 242 Wis. 2d 432, 445, 625 N.W.2d 344, 351). "So long as the individual has a general understanding of the nature of the class claims alleged, the individual can serve as representative." *Cruz*, 2001 WI App 67, ¶ 18.

Here, Plaintiffs and Settlement Class Counsel are more than adequate representatives of the Class for settlement purposes. Plaintiffs have no conflicts with the Class (indeed all claims presented arise out of the same Data Incident and are asserted on behalf of the Class as a whole) and have actively participated in the case through every stage, including having extensive discussion with Class Counsel in preparation for filing the Consolidated Complaint and in advance of mediation and throughout the settlement process. *See* Declaration of Alex Phillips in support of Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action Settlement ("Phillips Decl."), ¶ 24. Moreover, Class Counsel have significant experience in class and complex litigation, as conveyed through the resumes attached as exhibits to the Declaration submitted along with the previously filed Motion for Preliminary Approval. *See generally id.* The adequacy requirement is therefore satisfied for settlement purposes.

2. The Elements of Wis. Stat. § 803.08 are Satisfied

Plaintiffs seek to certify a Class for settlement purposes under Wisconsin Statute § 803.08(2)(c), which provides that a class action may be maintained if it satisfies all of the factors

listed above and "[t]he court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Wis. Stat. § 803.08(2)(c). The predominance and superiority prongs of §803.08(2)(c) are clearly met here for settlement purposes.

First, predominance is established if "common questions represent a significant aspect of [a] case and … can be resolved for all members of [a] class in single adjudication." M*essner v. Northshore Univ. HealthSystem*, 669 F.3d 802, 815 (7th Cir. 2012) (internal citations omitted). With respect to superiority, the Court considers whether "a class action is superior to other methods for fairly and efficiently adjudicating the controversy." Wis. Stat. §803.08(2)(c).

"'The guiding principle behind predominance is whether the proposed class's claims arise from a common nucleus of operative facts and issues.'" *Hammetter*, 2021 WI App 53, ¶ 23. (quoting *Beaton v. SpeedyPC Software*, 907 F.3d 1018, 1029 (7th Cir. 2018)). Plaintiffs assert that the common factual and legal questions all cut to the issues central to the litigation, namely, whether Defendant's security measures leading up to the Data Incident were deficient and allowed the unauthorized accessibility of Plaintiffs' Private Information. Plaintiffs contend that the answers to these questions are not tangential or theoretical such that the litigation will not be advanced by certification. Plaintiffs assert that they will be answered simply by discovery applicable to all Class Members, and the answers will be the same for each Class Member as their Private Information was collectively stored within Defendant's system. Plaintiffs contend that because the class-wide determination of these issues will be the same for everyone and will determine whether any Class Member has a right of recovery, the predominance requirement is readily satisfied for settlement purposes.

Likewise, the superiority requirement is readily satisfied for settlement purposes. The Settlement would relieve the substantial judicial burden caused by thousands of individual adjudications against Defendant. *See Harwood*, 2019 WI App 53, ¶ 58 ("[T]he case law is clear that public policy favors class actions especially where the amount in controversy is so small that the wronged party is unlikely ever to obtain judicial review of the alleged violation without a class action."); *see also Ross v. Gossett*, 33 F.4th 433, 440 (7th Cir. 2022) (affirming the trial court's finding that "a class action would serve the economies of time, effort and expense and prevent inconsistent results.").

Adjudicating individual actions is impracticable in this matter. The amount in dispute for individual class members is too small, the technical issues relating to Defendant's data security are too complex, and the required expert testimony and document review would be far too costly. In no case are the individual amounts at issue sufficient to allow anyone to file and prosecute an individual lawsuit— at least not with the aid of competent counsel. Instead, the individual prosecution of Class Members' claims would be prohibitively expensive, and, if filed, would needlessly delay resolution and potentially lead to inconsistent rulings. Because this Lawsuit is being settled on a class-wide basis, such theoretical inefficiencies are resolved, and the Court need not consider further issues of manageability relating to trial. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997) ("Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems, for the proposal is that there will be no trial.").

In sum, the Proposed Class satisfies all factors required under Wisconsin law and should be certified for purposes of settlement.

B. The Settlement is Fair and Reasonable

Pursuant to Wisconsin Statute § 803.08(9), the Court may approve this Settlement if it determines that it is "fair, reasonable and adequate." Because Wisconsin Statute § 803.08(9) was adopted to harmonize Wisconsin law with that of Federal Rule of Civil Procedure 23, "Wisconsin courts to look to federal case law for guidance." *Harwood*, 2019 WI App 53, ¶ 5. The Seventh Circuit has identified the following factors when considering whether to finally approve a class action settlement: "(1) the strength of the case for plaintiffs on the merits, balanced against the extent of settlement offer; (2) the complexity, length, and expense of further litigation; (3) the amount of opposition to the settlement; (4) the reaction of members of the class to the settlement; (5) the opinion of competent counsel; and (6) the stage of proceedings and the amount if discovery completed." *Wong*, 773 F.3d at 863 (internal citations omitted). "This analysis does not focus on individual components of the settlement, but rather views it in its entirety in evaluating its fairness." *In re TikTok, Inc., Consumer Privacy Litig.*, 617 F. Supp. 3d 904, 933 (N.D. Ill. 2022) (internal quotations omitted).

As shown below, these factors all support a finding that the Settlement is fair and reasonable and should be approved.

1. Plaintiffs' Case Was Risky and the Settlement is a Substantial Recovery

While Plaintiffs strongly believe they have a good likelihood of prevailing on their claims, they are also aware that Defendant has denied their material allegations and has raised several legal defenses, any of which, if successful, would result in Plaintiffs and the proposed Settlement Class Members receiving no relief whatsoever. Due at least in part to their cutting-edge nature and the rapidly evolving law, data breach class actions are notoriously risky cases. Historically, data breach cases face substantial hurdles in surviving the class certification stage. *See, e.g.*, *Fulton-*

Green v. Accolade, Inc., 2019 WL 4677954, at *8 (E.D. Pa. Sept. 24, 2019) (noting that data breach class actions are "a risky field of litigation because [they] are uncertain and class certification is rare."); *see also Desue v. 20/20 Eye Care Network, Inc.*, 2023 WL 4420348, at *7 (S.D. Fla. July 8, 2023) ("This is not only a complex case—it lies within an especially risky field of litigation: data breach."). As a Wisconsin court observed in finally approving a settlement with similar class relief, "[d]ata breach litigation is evolving; there is no guarantee of the ultimate result . . . [they] are particularly risky, expensive, and complex." *Fox v. Iowa Health Sys.*, 2021 WL 826741, at *5 (W.D. Wis. Mar. 4, 2021).

Further, maintaining class certification through trial is another over-arching risk emphasizing what is true in all class actions—class certification through trial is never a settled issue, and is always a risk for the Plaintiffs. Thus, the costs, risks, and delay of continued litigation are great, and weigh heavily in favor of final approval. Class certification is another hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g.*, *In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013). And while it is easy to hope for a substantial award at trial, as one federal district court reminded several objectors to a class settlement, "[i]n the real world. . .the path to a large damage award is strewn with hazards." *In re Gulf Oil/Cities Serv. Tender Offer Litigation*, 142 F.R.D. 588, 595 (S.D.N.Y. 1992). The Settlement replaces the risks of establishing liability and damages with immediacy and certainty of a substantial recovery.

Class Counsel have significant experience litigating data breach cases. *See* Phillips Decl. ¶¶ 22-24. Coupled with the extensive investigation conducted prior to filing, Class Counsel had sufficient information regarding the merits of the claims made here to determine whether settlement was in the best interests of the Class. *Id.* ¶¶ 5-7. While Class Counsel remain confident

in the merits of Plaintiffs' claims, they are cognizant of the many hurdles that remain between Plaintiffs and any potential recovery on their claims. Given there is significant risk that either Plaintiffs' individual claims will not survive, or that Plaintiffs will ultimately be unsuccessful in certifying a class of individuals who would be entitled to any award following trial, this factor favors final approval.

2. The Complexity, Expense, Likely Duration of the Litigation, and Substantial Risk for Plaintiffs Warrants Final Approval of the Settlement

The costs, complexity, length, and expense of further litigation favors the Parties' proposed Settlement. While the Parties have conducted informal discovery for settlement and mediation purposes, in the event litigation proceeds, the Parties would need to engage in further and significant discovery. The Parties would require experts, and the costs of testifying experts addressing the economic harm caused to consumers would be substantial. Further, continued litigation would surely involve motions for summary judgment, a motion for class certification, and appeals, which would all cause a delay in final resolution. *See In re AT&T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 347 (N.D. Ill. 2010) ("Even if Plaintiffs were to succeed on the merits at some future date, a future victory is not as valuable as a present victory. Continued litigation carries with it a decrease in the time value of money, for '[t]o most people, a dollar today is worth a great deal more than a dollar ten years from now.'") (internal citations omitted). Therefore, this factor weighs in favor of final approval.

3. Reaction to the Settlement has Been Overwhelmingly Positive

It is well-settled that "the reaction of the Class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy." *Sala v. Nat'l R.R. Passenger Corp*., 721 F. Supp. 80, 83 (E.D. Pa 1989). A favorable reception by the Class constitutes "strong evidence" of the fairness of the settlement and supports judicial approval. *In re PaineWebber Ltd.*

Partnerships Litig., 171 F.R.D. 104, 126 (S.D.N.Y. 1997), *aff'd,* 117 F. 3d 721 (2d Cir. 1997) (citing *Detroit v. Grinnell Corp*., 495 F. 2d 448, 462 (2d Cir. 1974)).

Given the strength of this Settlement and the significant benefits that Settlement Class Members can claim, the Settlement has been received positively by the Settlement Class. The verified claims rate is currently 2.35% and will likely increase prior to the final approval hearing. *Id.* ¶ 15. This surpasses or is in line with the claims rates frequently seen in other data breach class action settlements that have been approved. *See, e.g., In re Forefront Data Breach Litig.*, 2023 WL 6215366, at * 4 (E.D. Wis. Mar. 22, 2023) (finding that the class favored the settlement where 137 of the 2.4 million class members opted out of the settlement, one class member objected, and the claims rate was 1.46%.); *In re Wawa, Inc. Data Sec. Litig.*, 2024 WL 1557366, at *17 (E.D. Pa. Apr. 9, 2024), *aff'd,* 141 F.4th 456 (3d Cir. 2025) (2.56% claims rate "actually compares favorably to the claims rates in other data breach class actions"); *Carter v. Vivendi Ticketing US LLC*, 2023 WL 8153712, at *9 (C.D. Cal. Oct. 30, 2023) (C.D. Cal. Oct. 30, 2023) (1.6% claims rate "is in line with claims rates in other data breach class action settlements" and collecting cases with claims rates between 0.83% and "about two percent"); *In re Anthem, Inc. Data Breach Litig*., 327 F.R.D. 299, 321 (N.D. Cal. 2018) (1.8% claims rate reflects a positive reaction by the class).

"It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members." *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc*., 221 F.R.D. 523, 529 (C.D. Cal. 2004); 4 NEWBERG ON CLASS ACTIONS § 11:48 ("Courts have taken the position that one indication of the fairness of a settlement is the lack of or small number of objections [citations omitted]"). Here, out of the 16,507 Settlement Class Members, only two

requests for exclusion have been submitted and no one has opted out of the Settlement. Montague Decl. ¶ 13.

4. The Opinion of Class Counsel

The fourth factor is the opinion of competent counsel as to whether a proposed settlement is fair, reasonable, and adequate. *Isby v. Bayh*, 75 F.3d 1191, 1200 (7th Cir. 1996). In assessing the qualifications of class counsel under this factor, a court may rely upon affidavits submitted by class counsel as well as its own observations of class counsel during the litigation. *Id.*

Both Class Counsel and Defendant's Counsel are highly qualified competent counsel with extensive experience litigating data breach class actions, and it is their opinion that the Parties' proposed Settlement is fair, reasonable, and adequate. *See* Phillips Decl., ¶¶11-16. Indeed, the work of proposed Class Counsel in this Lawsuit to date, as well as their experience prosecuting complex litigation matters, demonstrate that proposed Class Counsel are well-qualified to represent the Settlement Class and opine on the fairness of the proposed Settlement. *See id.* ¶¶ 17-24. Class Counsel believe that the Settlement represents an excellent result for the Settlement Class. The Settlement makes the following forms of relief directly available to Class Members: (i) attested losses related to time spent addressing the issues arising from the Data Breach capped at four (4) hours per individual claimant, at a rate of $21.25 per hour, for a maximum of $85.00 per claimant; (ii) up to $2,000 in reimbursement of documented losses fairly traceable to the Data Incident; and (iii) two years of single bureau credit monitoring that includes at least $1 million in identity theft protection and fraud insurance. SA, ¶¶ 3.3-3.5. Compared to the uncertainties of continued litigation, the Settlement represents an excellent result for the Class that offers financial relief for any injuries and provides monitoring to prevent them from any future harm over the next two (2) years.

Class Counsel's opinion is further bolstered by the manner in which the Settlement was reached in this case. "A settlement reached after a supervised mediation receives a presumption of reasonableness and the absence of collusion." *2 McLaughlin on Class Actions* § 6:7 (8th ed. 2011); *see also Steele v. GE Money Bank*, 2011 WL 13266350, at *4 (N.D. Ill. May 17, 2011), *report and recommendation adopted*, 2011 WL 13266498 (N.D. Ill. June 1, 2011). Settlement in this case was only reached following two separate mediations with the Honorable Heather A. Welch (Ret.) of JAMS that took place on August 14, 2024 and September 16, 2024. Phillips Decl. ¶¶ 6-9. Given the clear lack of collusion, the presumption of reasonableness thus applies to the Settlement. This element thus supports approval of the Settlement.

5. The Stage of Proceedings and the Amount of Discovery Completed

The last factor to consider concerns the stage of the proceedings and amount of discovery completed at the time the settlement is reached. *Synfuel Techs., Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006). This factor is significant because "it indicates how fully the district court and counsel are able to evaluate the merits of plaintiffs' claims." *Am. Int'l Grp., Inc. v. ACE INA Holdings, Inc.*, 2011 WL 3290302, at *8 (N.D. Ill. July 26, 2011) (quoting *Armstrong v. Bd. of Sch. Directors of City of Milwaukee*, 616 F.2d 305, 325 (7th Cir. 1980)) (internal quotations omitted).

This case, though settled at a relatively early stage, has been thoroughly investigated by Class Counsel who are experienced in data breach litigation and who spent a significant amount of time reviewing informal discovery and considering the claims and defenses at issue in this case; the Settlement is also the result of adversarial arms' length negotiations. *See* Joint Decl., ¶¶6-9. Further, Defendant filed, and the Parties fully briefed, a Motion to Dismiss Plaintiffs' claims. Through this process, Plaintiffs were able to fully evaluate the strengths and weaknesses of their

individual claims. Class Counsel's experience and investigation, combined with confirmatory discovery and the motion to dismiss briefing process, put Plaintiffs in a position to proficiently evaluate the case legally and factually and negotiate a Settlement they view as fair, reasonable, adequate, and worthy of final approval. *See Griffin v. Flagstar Bancorp, Inc.*, 2013 WL 6511860, at *3 (E.D. Mich. Dec. 12, 2013) ("The absence of formal discovery in no way undermines the integrity of the settlement given the extensive investigation that has occurred as a result of proceedings thus far which demonstrates that counsel have a full understanding of the strengths and weaknesses of their case."); *see also Newby v. Enron Corp.*, 394. F.3d 296, 306 (5th Cir. 2004) ("[T]he absence of formal discovery is not an obstacle [to settlement approval] so long as the parties and the Court have adequate information in order to evaluates the relative position of the parties."). This factor thus favors approval of the settlement.

B. The Notice Program was Successful.

On December 17, 2025, the Court preliminarily appointed Atticus Administration, LLC ("Atticus"). Shortly thereafter, Defense Counsel arranged the secure delivery of a data file to Atticus that included the full name and address of 16,615 individuals residing in the United States whose Private Information was affected by the data security incident at issued. Bridley Decl. ¶ 4. Atticus reviewed the contents of the file and the final list contained 16,615 records, with last known addresses available for 16,507 Class Members; last known addresses could not be obtained for 108 Class Members. *Id*. ¶ 5. The Class Member Information was processed through the National Change of Address database maintained by the United States Postal Service ("USPS") in advance of mailing Notice. *Id*. ¶ 6. This process returns address updates for individuals who have filed change of address cards with the USPS anytime in the past four (4) years. *Id*.

On January 15, 2026, Atticus sent the Short Notice – in the form of a simple postcard

featuring a QR code that, when scanned, directed class members to the Settlement Website – by U.S. first class mail to 16,507 Class Members for whom address information was available. *Id*. ¶7. The Short Notice provided an overview of the settlement terms, the Settlement benefits and how to obtain them, the options available to Class Members, and the Settlement website address where additional settlement information could be obtained. *Id*. Of the 16,507 Short Notices mailed, 310 have been returned to Atticus as undeliverable and without forwarding information. *Id*. ¶ 8. As of this writing, 310 of the undeliverable records have been sent to a professional service for address tracing. *Id*. New addresses were obtained for 40 records and were not obtained for 270 records. *Id*. Notices were promptly mailed to the 40 trace addresses, 10 of which were returned to Atticus a second time. *Id*. Currently, 16,247 Notices or more than 98% of the pieces mailed are believed to have been successfully sent. *Id*. ¶ 9. Atticus will continue to receipt, trace, and remail undeliverable Notices until after the Claim Deadline has passed. *Id*.

Atticus purchased the URL www.drwdatasettlement.com and established the content at that location as the Settlement website for this action. *Id*. ¶ 10. The URL address is printed in the mailed Short Notice and provided to callers in the front-end message on the toll-free telephone line. *Id*. The website was launched on January 15, 2026 to coincide with dissemination of the Short Notice and has remained accessible and operational since that time. The website received 3,016 visits to date. *Id*.

The website includes answers to frequently asked questions, access to viewable, printable, and downloadable copies of the Long Form Notice, Claim Form, and other Settlement documents filed with the Court, a summary of the key dates and deadlines, and contact information for Atticus. *Id*. ¶ 11. The website also includes an online Claim Form where Settlement Class Members can submit online claims electronically through the April 15, 2026 Claim Deadline. *Id*.

Atticus secured the toll-free telephone number 1-800-384-0380 as the Settlement information line for this matter. *Id*. ¶ 12. The telephone number is published on the "Contact Us" page of the Settlement website and was also activated on the January 15, 2026 notice mail date. *Id*. The telephone number is answered by Atticus' live customer support specialists during normal business hours and Class Members who call after hours or when a support specialist is unavailable are provided with the option to leave a voicemail message and receive a return call from the support team. *Id*. Sixty-Six (66) calls have been received thus far. *Id*.

Class Members who did not wish to be bound by the Settlement or wished to object to the Settlement's terms had until March 16, 2026 to request exclusion or file an objection. *Id*. ¶ 13. Atticus received one (1) valid exclusion request. Atticus did not receive any Settlement objections. *Id*.

Settlement Class Members who wish to receive benefits, including extraordinary documented unreimbursed expenses, lost time, and credit monitoring are required to submit a Claim Form on or before April 15, 2026. *Id*. ¶ 14. As of this writing, Atticus has received 500 claim submissions (2.99% filing rate). Of the claims received, 392 have been deemed valid, or partially valid, such that 2.35% of the total Settlement Class has filed valid claims and/or 78.40% of the claims received are currently deemed valid. *Id*. This number will only increase prior to the final approval hearing.

In conclusion, the Settlement Agreement is fair, reasonable, and adequate considering, among other things: (1) the relief available to Plaintiffs and Settlement Class Members under the terms of the Settlement Agreement; (2) the attendant risks and uncertainty of litigation, as well as the difficulties and delays inherent in litigation; and (3) the desirability of resolving the case promptly to provide effective relief to Plaintiffs and the Settlement Class.

V. CONCLUSION

Plaintiffs have negotiated a fair, adequate, and reasonable Settlement that guarantees Settlement Class Members significant benefits in the form of monetary compensation, credit monitoring, and equitable relief. Based on the above reasons, Plaintiffs respectfully request that the Court enter an Order: (a) granting certification of the Settlement Class for settlement purposes; (b) appointing Plaintiffs as Representative Plaintiffs and reaffirming as Class Counsel the attorneys appointed in the Preliminary Approval Order; (c) finding the Notice Program satisfied due process requirements and Wisconsin Statute § 803.08; (d) finding the terms of the Settlement are fair, reasonable, and adequate; (e) directing the Parties, their attorneys, and the Settlement Administrator to consummate the Settlement in accordance with the Final Approval Order and the terms of the Agreement; (f) resolving all claims, including the Released Claims, against the Released Parties and ruling the Settlement is binding on all Settlement Class Members, including the Releases contained in the Agreement; (g) overruling objections; (h) granting the Motion and Memorandum For Approval of Attorneys' Fees, Expenses, and Service Awards; and (i) dismissing the Lawsuit and entering a Final Judgment.

Dated: April 16, 2026

Respectfully submitted,

/s/ Alex Phillips

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CERTIFICATE OF SERVICE

I, Alex Phillips, hereby certify that I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel of record via the ECF system.

DATED this 16th day of April, 2026.

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By: */s/ Alex Phillips*

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