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2025CV002181

STATE OF WISCONSIN CIRCUIT COURT WAUKESHA COUNTY

RICHARD DUSTERHOFT, et al., individually and on behalf of all others similarly situated, Plaintiffs v. ONETOUCHPOINT CORP., Defendant.	Case No. 2025CV002181 Judge J. Arthur Melvin, III

PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND INCORPORATED MEMORANDUM OF LAW IN SUPPORT

PRELIMINARY STATEMENT

On July 16, 2026, the Court granted preliminary approval of a class action settlement between Plaintiffs and Defendant OneTouchPoint Corp. ("OTP" or "Defendant"). Doc. # 19 ("Preliminary Approval Order" or "PAO").[1] This is a long-awaited resolution for Plaintiffs and the Class that merits the Court's Final Approval.

The Parties reached this Settlement, which provides meaningful benefits for the Settlement Class after extensive investigation, hard-fought litigation, and arm's length negotiations with the active involvement of Mediator Bruce A. Friedman, Esq. of JAMS. Although Plaintiffs and Class Counsel believe in the merits of their claims, Defendant denies each claim, including all allegations of wrongdoing or liability. The claims involve the intricacies of data security litigation (a fast-developing area in the law), and Plaintiffs would face considerable risk at each stage of litigation. Against these risks, Class Counsel and Plaintiffs believe that the Settlement reached is for the benefit of the Settlement Class.

After the Court granted preliminary approval, Analytics, Inc. ("Analytics"), the Settlement Administrator—with the help of the Parties—disseminated Notice to the Settlement Class. *See* Declaration of Due Diligence ("Notice Decl."), generally (attached hereto as **Exhibit 1**). Further, the Settlement has been very well-received by the Settlement Class as no Settlement Class Member objected to the Settlement and none have opted-out. *Id*. ¶¶ 15, 16. The deadline to object or opt-out of the Settlement was October 16, 2026. *Id*. The deadline to submit a claim is November 16, 2026. *Id*. ¶ 17.

[1] Unless otherwise stated, all capitalized terms shall have the definitions set forth in the Settlement Agreement. Citations to the Settlement Agreement will be abbreviated as "SA, ¶ ___."

Plaintiffs now move the Court for final approval of the proposed Settlement. The Settlement meets all the criteria for final approval and Plaintiffs' Motion should be GRANTED.

I. FACTUAL AND PROCEDURAL BACKGROUND

Defendant OneTouchPoint Corp. ("OTP" or "Defendant") 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").

Plaintiffs are patients or subscribers of OTP's clients or are current or former OTP employees whose Private Information was maintained by OTP. Plaintiffs allege that beginning on or about July 27, 2022, they received notice from OTP 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"). Following the Data Incident, fourteen separate lawsuits were filed against Defendant, alleging that the various plaintiffs' Private Information was compromised as a result of the Data Incident. 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, Coleman, Philips, Grossman, PLLC as Interim Co-Lead Counsel (collectively, "Class Counsel"). Subsequently, on November 14, 2022, Plaintiffs filed a Consolidated Amended Class Action Complaint in the Eastern District of Wisconsin.

After several additional months of litigation, the Parties began to discuss the possibility of resolution. 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. 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. The Parties held a third mediation session with Magistrate Judge William E Callahan, Jr. on October 5, 2023, which, despite the efforts of both Parties, also did not result in a resolution of the Lawsuit.

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). OTP filed its Answer to the Complaint on October 7, 2024, and following a Rule 16 conference on November 20, 2024, the Parties commenced discovery. 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. 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.

Through their ongoing negotiations, Parties were able to reach a settlement in principle in this matter. The Parties continued to negotiate the finer terms of the Settlement, the terms of which are outlined in the Settlement Agreement ("S.A."), for several months.

The Court granted preliminary approval of this Settlement on July 16, 2026. *See* Doc. # 19. Notice was subsequently issued to the Settlement Class Members. Plaintiffs now seek final approval of the Settlement.

II. THE SETTLEMENT TERMS

The results achieved by the Settlement are exemplary given the litigation risks faced by Plaintiffs and compare favorably with those achieved in other similar cases, far surpassing the applicable standard of fairness, reasonableness, and adequacy.

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. S.A. ¶ 1(a).

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. S.A. ¶ 1(b).

These Monetary Relief Settlement Class and the Injunctive Relief Settlement Class are collectively referred to herein as the Settlement Class, which contains approximately 4,248,363 Settlement Class Members. There are approximately 4,361 Settlement Class Members in the Monetary Settlement Class and approximately 4,244,002 in the Injunctive Relief Settlement Class. Class Members benefit from the Settlement in many ways. Members of the Monetary Settlement Class are eligible for the following benefits:

Compensation for Ordinary and Extraordinary Losses: Defendant will agree to make available compensation to Monetary Settlement Class Members who submit valid and timely claim forms (each, a "Claimant"). S.A. ¶ 4(A). Claims will be reviewed for completeness, plausibility, and reasonable traceability to the Data Incident by the Claims Administrator. *Id*.

Specifically, Defendant will provide compensation for unreimbursed ordinary 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:

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. *Id*.

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. *Id*.

Defendant will also 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: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Incident; (iii) the loss occurred between April 28, 2022, and the close of the Claims Period; (iv) the loss is not already covered by one or more of the normal reimbursement categories; and (v) 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 identified-theft insurance. *Id*.

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 Claim and attestation of time spent responding to the Data Incident that includes a self-prepared description of how such time was spent. *Id*.

Alternative Cash Payment: In lieu of claiming compensation for Ordinary Losses, Extraordinary Losses, or 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. S.A. ¶ 4(B).

Credit Monitoring: In addition to claiming compensation for Ordinary Losses, Extraordinary Losses, Time Spent, or Alternative Cash Payment, 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. This shall be paid by Defendant separate and apart from the monetary relief to the Monetary Settlement Class. S.A. ¶ 4(C).

Injunctive Relief Settlement Benefit: Members of both the Monetary Settlement Class and the Injunctive Relief Settlement Classes will receive the benefits of the measures 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 for the benefit of all Settlement Class Members. S.A. ¶ 4(D).

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. *Id*.

In addition to the benefits described above, Defendant has also agreed to pay for, or cause to be paid, Settlement Administration Expenses, as well as any Court approved Fee Award and Service Awards. S.A. ¶¶ 9,10(c).

A. Claims, Opt-Outs, and Objections.

The timing of the claims process was structured to ensure that all Settlement Class Members had adequate time to review the terms of the Settlement Agreement, make a claim, or decide whether they would like to opt-out or object.

1. Claims

Monetary Relief Settlement Class Members have until November 16, 2026, to complete and submit a claim to the Settlement Administrator. To date, with two weeks remaining to submit a valid claim, a total of 263 claim forms were received, which is a 6.04% claims rate based upon

the total Monetary Settlement Class Population of 4,355 Settlement Class Members. *See* Notice Decl. ¶ 17. As discussed below, this is an excellent claims rate and demonstrates the Settlement Class Members' eagerness to participate in the Settlement.

2. Opt-Outs

Settlement Class Members had until October 16, 2026 to file a written request to be excluded from the Settlement Class. As of November 4, 2026, no valid opt-outs were submitted by Settlement Class Members, indicating that the Settlement was well received by the Class. *See* Notice Decl. ¶ 15.

3. Objections

Settlement Class Members had until October 16, 2026 to file a written objection to the Settlement. The Notice sufficiently explained the procedure for Settlement Class Members to object to the Settlement by submitting written objections. A total of ***zero*** objections were submitted by Settlement Class Members in this case. *See* Notice Decl. ¶ 16. The lack of objections further signifies the Class's satisfaction of the Settlement Agreement.

B. Attorneys' Fees, Expenses, and Service Award Payments

As compensation for the substantial benefit conferred upon the Settlement Class Members, Class Counsel filed a Motion for Approval of Attorneys' Fees and Costs (Doc. # 26), requesting $1,500,000 in attorneys' fees, inclusive of $13,210.99 in expenses, and $1,000 in service award payments to each of the Settlement Class Representatives.

III. THE SETTLEMENT SHOULD BE FINALLY APPROVED

A. Applicable Law

As a matter of public policy, Wisconsin courts strongly favor settlement as a method of resolving disputes. *See Pitts v. Revocable Trust of Knueppel*, 282 Wis. 2d 550, 574, 698 N.W.2d 761 (2005). The public policy favoring settlement is particularly compelling in class action cases.

See EEOC v. Hiram Walker & Sons, Inc., 768 F.2d 884, 888 (7th Cir. 1985). In the context of class actions, Wisconsin courts have looked to the Federal Rules of Civil Procedure for guidance. *See Harwood v. Wheaton Franciscan Services, Inc.*, 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 finally 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 In re TikTok, Inc., Consumer Privacy 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 within the range of possible approval, and is thus fair, reasonable, and adequate, requires the consideration of six additional criteria: (i) the strength of plaintiff's 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 arms-length. *Great Neck Capital Appreciation Inc. Partnership, L.P. v. PricewaterhouseCoopers, LLP*, 212 F.R.D. 400, 410 (W.D. Wis. 2002).

For the following reasons, the Court should finally certify the class for settlement purposes and find that the class action settlement is fair, reasonable, and adequate, warranting final approval.

B. The Court Should Finally Certify the Settlement Class

On July 16, 2026, the Court preliminarily certified, for settlement purposes only, the Settlement Class consisting of 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. S.A. ¶ 1(a).

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. S.A. ¶ 1(b).

The Settlement Class contains approximately 4,248,363 Settlement Class Members. There are approximately 4,361 Settlement Class Members in the Monetary Settlement Class and approximately 4,244,002 in the Injunctive Relief Settlement Class.

Further, the Court preliminarily found, for settlement purposes only, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (ii) there are issues of law and fact common to the Settlement Class; (iii) the claims of the Class

Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (iv) the Class Representatives and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (v) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (vi) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

Nothing has changed since the Court's initial assessment, thus, for the following reasons, the Court should also finally certify the Settlement Class.

a. Numerosity

Under Wis. Stat. § 803.08(1)(a), the first prerequisite to class certification is that "the class is so numerous that joinder of all members is impracticable." In Wisconsin, a proposed class with as few as forty-two (42) members is sufficient to satisfy the numerosity requirement. *Harwood*, 388 Wis. 2d 546, ¶¶ 51, 57, 933 N.W.2d 654. Here, the Settlement Class consists of over 4 million individuals, thereby satisfying the numerosity requirement.

b. Commonality

Next, there must be "questions of law or fact common to the class." Wis. Stat. § 803.08(1)(b). The proper focus of the commonality inquiry is whether there is "cause to believe that all class members' claims can be productively litigated at once." *Harwood*, 388 Wis. 2d 546, ¶ 25. For the class members' claims to be "productively litigated at once," they must hinge on a common contention that is capable of class-wide resolution. *See Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 349 (2011); *Bell v. PNC Bank, Nat. Ass'n*, 800 F.3d 360, 374 (7th Cir. 2015).

Therefore, "[a] common contention is capable of class-wide resolution if it can be proven or disproven with common evidence, and a determination of its truth or falsity will resolve an issue that is central to the validity of each class member's claims." *Nat'l Collegiate Student Loan Trust 2007-4 v. Sedal*, 2023 WI App 50, 996 N.W.2d 411, ¶ 39.

Here, Plaintiffs' claims turn on the adequacy of Defendant's data security in protecting Plaintiffs' and Class Members' Private Information. Evidence to resolve those claims does not vary among Settlement Class Members, and so can be fairly resolved, at least for settlement purposes, for all Settlement Class Members at once. Thus, commonality is met.

c. Typicality

Next, the claims or defenses of the class representatives must be typical of the claims or defenses of the putative class they seek to represent. Wis. Stat. § 803.08(1)(c). The question of typicality is not whether the plaintiffs' and class members' claims are identical, but rather whether the claims "arise from the same practice or course of conduct that gives rise to the claims of other class members, are based on the same legal theory, and ultimately have the same essential characteristics as the claims of the class at large." *Hammetter v. Verisma Sys., Inc.*, 2021 WI App 53, ¶ 20, 407 Wis.2d 554, 991 N.W.2d 874 (internal citations omitted). Although the typicality requirement can be satisfied even where there are factual differences between the claims of the named plaintiffs and other class members, "the requirement primarily directs the district court to focus on whether the named representatives' claims have the same essential characteristics as the claims of the class at large." *Muro v. Target Corp.*, 580 F.3d 485, 492 (7th Cir. 2009) (internal quotations omitted).

Here, the representative for each of the respective Settlement Classes have claims which are aligned with the Settlement Class Members' claims because they all suffered the same alleged

harms as a result of the Data Incident and Plaintiffs and Settlement Class were all impacted by Defendant's allegedly inadequate data security. Thus, typicality is met.

d. Adequacy

In addition, the class representatives must "fairly and adequately protect the interests of the class." Wis. Stat. § 803.08(1)(d). "In determining adequacy of representation, the primary criteria are: (1) whether the plaintiffs or counsel have interests antagonistic to those absent class members; and (2) whether class counsel are qualified experienced and generally able to conduct the proposed litigation." *Cruz v. All Saints Healthcare Sys., Inc.*, 2001 WI App 67, ¶18, 242 Wis. 2d 432, 625 N.W.2d 344. The primary purpose of the adequacy inquiry is to "uncover conflicts of interest between named parties and the class they seek to represent." *Vargo v. Barca*, No. 20-cv-1109, 2023 WL 6065599, at *6 (W.D. Wis. Sept. 18, 2023).

Here, Plaintiffs have no conflicts with the Settlement Class Members and have demonstrated their adequacy by: (i) having a genuine personal interest in the outcome of the case; (ii) selecting well-qualified Class Counsel; (iii) producing information and documents to Class Counsel to permit investigation and development of the complaints; (iv) being available as needed throughout the litigation; and (v) actively monitoring the Litigation. MPA Decl., ¶¶ 42-43. Moreover, Class Counsel are adequate because of their vast experience as vigorous data breach class action litigators. *Id*. ¶¶ 47-53.

e. Predominance

Further, pursuant to Wis. Stat. § 803.08(2)(c), a class action may be certified if "questions of law or fact common to all class members predominate over any questions affecting only individual members." In Wisconsin, "the guiding principle behind predominance is whether the proposed class's claims arise from a common nucleus of operative facts and issues." *Hammetter*,

399 Wis.2d 211, ¶ 23, 963 N.W.2d 874 (quoting *Beaton v. SpeedyPC Software*, 907 F.3d 1018, 1029 (7th Cir. 2018)); *see also Berglund v. Matthews Senior Housing LLC*, No. 21-cv-108, 2023 WL 6847696, at *4 (E.D. Wis. Oct. 17, 2023) ("[t]he predominance inquiry asks whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues."). Further, "the presence of individual questions does not prevent a common issue from predominating", and the predominance requirement is met "where a class representative's general allegations and common evidence establishes a *prima facie* case for the class." *Coetzee v. Shell Lake Health Care Center LLC*, No. 21-cv-337, 2023 WL 1274371, at *3 (W.D. Wis. Jan. 31, 2023).

Here, as in other data breach cases, common questions predominate because all claims arise from Defendant's alleged failure to adequately safeguard Plaintiffs' and Class Members' Private Information. In fact, the focus on a defendant's security measures in a data breach class action "is the precise type of predominant question that makes class-wide adjudication worthwhile." *In re Anthem, Inc. Data Breach Litig*., 327 F.R.D. 299, 312 (N.D. Cal. 2018). All Monetary Settlement Class Members had their Private Information compromised in the Data Incident, while the Injunctive Relief Settlement Class Members' information was in Defendant's possession at the time of the Data Incident, though it could not be confirmed that their Private Information was impacted as a result. Further, Defendant's allegedly defective security measures at issue do not vary from person to person. Therefore, because the claims are based on Defendant's uniform conduct regarding a single Data Incident that affected all Settlement Class Members, the predominance requirement is satisfied.

f. Superiority

Moreover, a class action may be certified if "a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Wis. Stat. § 803.08(c)(2). The superiority requirement "is intended to ensure that a class action is the preferred method to achieve economies of time, effort, and expense, and promote uniform decisions as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable results." *Coetzee*, 2023 WL 1274371, at *3 (W.D. Wis. Jan. 31, 2023) (internal quotations omitted). Further, Wisconsin courts favor class actions as a superior method of adjudication "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." *Harwood*, 388 Wis. 2d 546, ¶ 58, 933 N.W.2d 654.

Here, while the ***total*** amount of economic harm caused by the Data Incident is significant, the individual claims of each Settlement Class Member are too small to warrant prosecuting the cases individually. The technical issues are too complex, expert testimony and document review is too costly, and the individual amounts are insufficient to allow anyone to file and prosecute an individual action—at least not with the aid of competent counsel. Simply put, there is no economic basis to justify the pursuit of an individual action.

C. The Proposed Settlement Meets the Standard for Final Approval.

As stated above, pursuant to Wis. Stat. § 803.08(9)(b), the court may approve a proposed settlement "only after a hearing and on finding that it is fair, reasonable, and adequate." The federal counterpart to Wis. Stat. § 803.08, Fed. R. Civ. P. 23(e)(2), provides guidance on the Court's consideration of whether a proposed settlement is fair, reasonable, and adequate. Further, the six (6) considerations identified in *Wong v. Accretive Health, Inc.*, 773 F.3d 859, 863 (7th Cir. 2014) also aid the Court in determining whether a proposed settlement is fair, reasonable, and adequate.

On July 16, 2026, the Court preliminarily approved the Settlement as being fair, reasonable, and adequate to the Settlement Class. Nothing has changed since that time that would impact the Court's evaluation such, for the following reasons, the Court should finally approve the Parties' proposed settlement as fair, reasonable, and adequate, and well within the range of possible approval.

a. Plaintiffs and Class Counsel have Adequately Represented the Class.

The first factor heavily weighs in favor of granting final approval because both Class Counsel and the Class Representatives have adequately represented the Class. Class Counsel have adequately represented the Class by fully investigating the facts and legal claims; preparing the Complaints; conducting informal discovery; participating in three full-day mediation sessions; and negotiating and reaching a Settlement at arm's length, in good faith, and without collusion. MPA Decl. ¶¶ 42-43. Additionally, the Settlement Class Representatives have demonstrated their adequacy by: (i) having a genuine personal interest in the outcome of the case; (ii) selecting well-qualified Class Counsel; (iii) producing information and documents to Class Counsel to permit investigation and development of the Complaints; (iv) being available as needed throughout the Litigation; and (v) monitoring the Litigation. *Id*. ¶¶ 47-52.

b. The Proposed Settlement was Negotiated at Arm's Length

Next, there is a strong presumption of fairness that attaches to a settlement agreement when it is the product of arm's-length negotiations. *See Great Neck Capital Appreciation Investment P'Ship, L.P. v. PricewaterhouseCoopers, L.L.P.*, 212 F.R.D. 400, 410 (E.D. Wis. 2002). The Parties' proposed settlement is the result of intensive, arm's-length negotiations through a neutral third-party mediator, and between experienced attorneys who are familiar with data breach class action litigation and with the legal and factual issues in these cases. MPA Decl., ¶¶ 47-52. Before

discussing a potential settlement, the Parties completed and engaged in meaningful informal discovery. *Id*. ¶¶ 43-46. This allowed the Parties to adequately understand the claims, defenses, and risks of continued litigation. *Id*. The Settlement is the result of prolonged and serious arms' length negotiations through three full-day mediation sessions between counsel for the Parties, who fought hard for the interests of their respective clients. *Id*. ¶¶ 10-21. As part of the mediation process, the Parties exchanged and provided the mediator with detailed mediation statements outlining the strengths and weaknesses of their claims and defenses and engaged in meaningful informal discovery. *Id*. The fact that the Settlement was achieved through well-informed, and arm's-length neutrally supervised negotiations weighs in favor of granting final approval.

c. The Relief Provided to the Class is Adequate

To determine whether the relief to the Settlement Class is adequate, the Court also takes into account: (i) the costs, risk, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Fed. R. Civ. P. 23(e)(3).

i. The costs, risk, and delay of trial and appeal.

When considering the likelihood of success at trial, the complexity, expense, and duration of the litigation, the relief provided is exceptionally reasonable. This case will take years to litigate with briefing and arguing of dispositive motions; engaging in voluminous discovery; participating in additional mediation sessions; and months of continued settlement negotiations. Further, given the complexity of the claims and arguments here, a lengthy trial would follow. Thus, the extensive risk of prolonged litigation here favors final approval.

While Plaintiffs are confident in their claims, data breach class actions are notoriously risky cases. For example, historically, data breach cases face substantial hurdles in surviving the class certification stage. *See, e.g.*, *In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013); *Fulton-Green v. Accolade, Inc.*, No. 18-274, 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."). In fact, 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.*, No. 3:18-cv-00327, 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.

ii. The effectiveness of distributing notice to the Class.

The method of distributing notice of the settlement benefits to the Settlement Class Members was equitable and effective. As explained above, all Monetary Settlement Class Members are eligible to make a claim for reimbursement of Out-of-Pocket Losses and lost time, or an Alternative Cash Payment in addition to Credit Monitoring. Injunctive Relief Class Members are not eligible to make a claim for relief, but do not give up their rights to pursue a claim in the future. Additionally, the Claim Period was sufficiently long to enable all eligible Settlement Class Members to collect any necessary information before submitting their claims.

The direct notice plan implemented was equitable and effective because it reached approximately 86.29% of the Monetary Settlement Class. Notice Decl. ¶ 14. Further, Analytics

published and continues to maintain a Settlement Website, which contains a summary of the Settlement, important dates and deadlines, answers to frequently asked questions, information on how to contact the Settlement Administrator, and downloadable versions of the Settlement documents. Finally, Monetary Settlement Class Members have until November 16, 2026, to submit a valid Claim Form and, to date, Analytics has received a total of 264 claim forms. *Id*. ¶ 17. This is an excellent claims rate of 6.04% *Id*. Therefore, for these reasons, the plan of distribution was both equitable and effective.

iii. The terms of any proposed award of attorney's fees.

As compensation for the substantial benefit conferred upon the Settlement Class, Class Counsel requested $1,500,000 in attorneys' fees, inclusive of $13,210.99 in costs, subject to Court approval. The award of attorneys' fees and costs were negotiated after the total amount of the Settlement Fund was established and will be paid from the non-reversionary Settlement Fund. Further, these requests are contemplated by the Settlement Agreement and Class Counsel apprised the Court of these requests in their Motion for Preliminary Approval (Doc. #17) and Motion for Attorneys' Fees and Costs (Doc. #26).

iv. Any agreement required to be identified under Fed. R. Civ. P. 23(e)(3).

The Parties have not reached any other agreements affecting the settlement of this lawsuit other than the Settlement Agreement before the Court.

d. The Parties' Proposed Settlement Treats Class Members Equally.

The Parties' proposed settlement treats the Settlement Class Members equitably relative to each other. Here, all Settlement Class Members were impacted in the Data Incident, and all members of the Monetary Settlement Class and Injunctive Relief Settlement Class received the

same remedy and had an equal opportunity to claim the benefits of the Parties' proposed settlement.

e. The Strength of the Plaintiffs' Case on the Merits Balanced Against the Amount Offered in the Settlement.

The most important factor identified in *Wong* relevant to the fairness of a class action settlement is measuring "the strength of the plaintiffs' case on the merits balanced against the amount offered in the settlement." *Wong*, 773 F.3d 859, 863 (7th Cir. 2014). As stated above, although confident in their claims, Plaintiffs understand that data breach class actions are notoriously risky cases considering the evolving nature of the law in this area. Here, Defendant may assert a number of case dispositive defenses and Plaintiffs will face challenges, such as surviving a likely motion for summary judgment, and securing and maintaining class certification. The Parties' proposed settlement allows the Settlement Class Members to immediately obtain benefits—as opposed to potentially waiting years—and eliminates the possibility that the Settlement Class Members receive no benefit. Therefore, considering the risks Plaintiffs face going forward, the relief provided by the Parties' proposed settlement is well balanced against the hurdles Plaintiffs will have to overcome to successfully litigate this case.

f. The Complexity, Length, and Expense of Further Litigation.

The costs, complexity, length, and expense of further litigation weighs in favor of finally approving 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 formal discovery. The Parties would be required to engage and retain experts, and the costs of testifying experts addressing the economic harm caused to consumers would be substantial. Further, continued litigation would surely involve significant motion practice, including motions to dismiss, 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*, 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.

g. The Reaction of Class Members to the Settlement.

The reaction of the Settlement Class to the Settlement was extremely positive, as no objections or opt-outs were received. *See* Notice Decl. ¶¶ 14, 16. In most class action settlements, a small number of opt-outs and objections "are to be expected" and do not impact a settlement's fairness. *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 527 (E.D. Mich. 2003). But here, no Settlement Class Members have requested exclusion, and ***zero*** Settlement Class Members have objected to the Settlement. As such, these statistics alone are powerful indicators that the Settlement is fair, reasonable, and adequate and worthy of final approval. *See Isby v. Bayh*, 75 F.3d 1191, 1200 (7th Cir. 1996) (finally approving class action settlement where 13% of the class submitted written objections to the settlement); *Massiah v. MetroPlus Health Plan, Inc.*, 2012 WL 5874655, at *4 (E.D.N.Y. Nov. 20, 2012) ("The fact that the vast majority of class members neither objected nor opted out is a strong indication of fairness.").

Further, with two weeks left in the claims period, the claims rate is 6.04%. *See* Notice Decl. ¶ 17. The claims rate in this case far surpasses the claims rate of other comparable data breach class action settlements, which were finally approved. *See Fox v. Iowa Health Sys.*, No. 3:18-cv-00327, 2021 WL 826741, at *5 (W.D. Wis. Mar. 4, 2021) (finally approving class action settlement with claims rate of 0.84%); *Perdue v. Hy-Vee, Inc.*, No. 1:19-cv-01330 (C.D. Ill.) (ECF No. 77)

(finally approving data breach class action settlement with claims rate of 1.3%). Therefore, the Settlement Class Members' significant support and participation in the Settlement weighs in favor of granting final approval.

h. The Opinion of Competent Counsel.

Both Class Counsel and counsel for the Defendant 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. Indeed, the work of proposed Class Counsel in this action 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.

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

The Parties' proposed settlement was informed by Class Counsel's analysis of the factual and legal issues involved in the case. Class Counsel's judgment was based upon interviews with clients, informal exchange of discovery with Defendant, and the submission of mediation briefs outlining the strengths and weaknesses of their claims and class certification. Therefore, at the time the settlement was negotiated, Class Counsel had thoroughly vetted the claims and potential damages, exchanged informal discovery, and participated in numerous, contentious arm's-length settlement negotiations and multiple mediations. Should the Parties' proposed settlement not obtain final approval, the Parties will have to participate in formal discovery, retain experts, conduct depositions, and continue litigating this matter, which will expend resources for all parties involved, including the Court.

D. Notice Program

Implicit in the Preliminary Approval Order was the finding that the notice plan implemented by Analytics satisfies the requirements of Rule 803.08 of the Wisconsin Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable law and rules. The notice program has now been carried out, and its execution satisfied all the requirements of Rule 803.08 of the Wisconsin Rules of Civil Procedure.

Pursuant to Wis. Stat. § 803.08(9)(a), "the court must direct notice in a reasonable manner to all class members who would be bound by the proposal." Analytics carried out the notice plan, ultimately reaching 86.29% of the Monetary Settlement Class via direct U.S. Mail notice alone. *See* Notice Decl. ¶ 17. On August 11, 2026, Analytics received a mailing list ("Class List") from Counsel for Defendant. *Id*. ¶ 4. The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. *Id*. ¶ 6. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be utilized in connection with the mailing of the Postcard Notices to Settlement Class Members with missing or incorrect email addresses. *Id*. Analytics identified 27 duplicate Settlement Class Member records and excluded them from the mailing list, resulting in 4,355 unique Monetary Settlement Class Members. *Id*. ¶ 7.

On August 17, 2026, Analytics mailed the approved Postcard Notice to the most current mailing address of 4,355 Settlement Class Members via USPS First Class Mail. *Id*. ¶ 11. If a Postcard Notice was returned by the USPS as undeliverable and without a forwarding address, Analytics performs an advanced address search using Experian, a reputable research tool. Analytics uses the name and previous address to locate a current address. *Id*. ¶ 13. 992 Postcard Notices were returned as undeliverable by the Post Office. *Id*. Analytics located 489 updated

addresses, and Postcard Notices were mailed to the updated addresses. *Id*. 94 Postcard Notices were again returned as undeliverable by the Post Office. *Id*. According to Analytics, 86.29% of the Settlement Class Members received notice of the Settlement via First-Class U.S. Mail. *Id*. ¶ 14. In addition, Analytics published and continues to maintain a Settlement Website, which contains important information regarding the Settlement, including: (i) a summary of the Settlement; (ii) important dates and deadlines; (iii) answers to frequently asked questions; (iv) information on how to contact Analytics; and (v) downloadable versions of the Settlement documents.

As stated above, the reaction to the Settlement notice plan has been overwhelmingly positive with no opt-outs or objections and an excellent claims rate. Plaintiffs submit that the Settlement notice plan meets the requirements of due process and the Wisconsin Rules of Civil Procedure, supporting final approval.

IV. CONCLUSION

For the reasons set forth herein, Plaintiffs respectfully request that the Court enter an Order finally approving the Settlement.

Dated: November 4, 2026

Respectfully submitted,

By: */s/ Alex Phillips*

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Attorneys for Plaintiffs and the Proposed Class

— EXHIBIT 1 —

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 www.OTPDataIncident.com. 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.	**NOVEMBER 16, 2026**
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.	**OCTOBER 16, 2026**
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.	**OCTOBER 16, 2026**
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, **www.OTPDataIncident.com**

WHAT THIS NOTICE CONTAINS

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THE LAWYERS REPRESENTING YOU 5
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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: **OTPDataIncident@noticeadministrator.com**

Call toll-free, 24/7: **866-996-3808**

By mail: OTP Data Incident Settlement, c/o Analytics Consulting LLC, PO Box 2005, Chanhassen, MN 55317-2005.

You may also view the Settlement Agreement at www.OTPDataIncident.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: **OTPDataIncident@noticeadministrator.com**

Call toll-free, 24/7: **886-996-3808**

By mail: OTP Data Incident Settlement, c/o Analytics Consulting LLC, PO Box 2005, Chanhassen, MN 55317-2005.

You may also view the Settlement Agreement at www.OTPDataIncident.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.OTPDataIncident.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.OTPDataIncident.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 2005, Chanhassen, MN 55317-2005.

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll-free, 866-996-3808, by email at OTPDataIncident@noticeadministrator.com, 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 November 16, 2026. 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 November 16, 2026.

12. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on November 18, 2026. 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 October 16, 2026.

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 October 16, 2026.**

OTP Data Incident Settlement
ATTN: Exclusion Request
c/o Analytics Consulting LLC
PO Box 2005
Chanhassen, MN 55317-2005

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 **October 16, 2026.**

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 November 18, 2026, at 10:00 am at the Waukesha County Circuit Court, 515 W Moreland Blvd, Waukesha, WI 53188.

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.OTPDataIncident.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.OTPDataIncident.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.OTPDataIncident.com.

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

Email: **OTPDataIncident@noticeadministrator.com**

Call toll-free, 24/7: **866-996-3808**

By mail: OTP Data Incident Settlement, c/o Analytics Consulting LLC, PO Box 2005, Chanhassen, MN 55317-2005.

You may also view the Settlement Agreement at www.OTPDataIncident.com.

Publicly filed documents can also be obtained by visiting the Waukesha County Circuit Court.

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.OTPDataIncident.com**

— EXHIBIT 2 —

Your claim must be submitted online or postmarked by:

NOVEMBER 16, 2026

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:

NOVEMBER 16, 2026

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 November 16, 2026;

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.

Your claim must be submitted online or postmarked by:

NOVEMBER 16, 2026

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:

NOVEMBER 16, 2026

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.OTPDATAINCIDENT.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 2005, Chanhassen, MN 55317-2005. An electronic image of the completed Claim Form can also be submitted by email to OTPDataIncident@noticeadministrator.com.

The deadline to submit a Claim Form online is **November 16, 2026**. If you are mailing your Claim Form, it must be mailed with a postmark date no later than **November 16, 2026**.

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.

Your claim must be submitted online or postmarked by:

NOVEMBER 16, 2026

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:

NOVEMBER 16, 2026

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.

Your claim must be submitted online or postmarked by:

NOVEMBER 16, 2026

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:

NOVEMBER 16, 2026

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:

NOVEMBER 16, 2026

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:

NOVEMBER 16, 2026

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 from **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.

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 Signed

— EXHIBIT 3 —

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.OTPDataIncident.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.OTPDataIncident.com or call 866-996-3808 to receive a paper Claim Form. **Claims must be submitted online or postmarked by November 16, 2026.**

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 **October 16, 2026**, 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 **October 16, 2026**. The Settlement Agreement, available on the Settlement website at www.OTPDataIncident.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 November 18, 2026, at 10:00 AM at the Waukesha County Circuit Court, 515 W Moreland Blvd, Waukesha, WI 53188, 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.OTPDATAINCIDENT.COM
OR SCAN THIS QR CODE FOR COMPLETE INFORMATION.

OTP Data Incident Settlement
c/o Analytics Consulting LLC
P.O. Box 2005
Chanhassen MN 55317-2005

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.OTPDataIncident.com** or call toll-free **866-996-3808**.

A court has authorized this Notice.

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

Postal Service: Please Do Not Mark Barcode

Claim Number: 1111111 - PIN: a!b@c#d$

ABC1234567890

JOHN Q CLASSMEMBER
123 MAIN ST
ANYTOWN, ST 12345