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Clerk of Circuit Court
Waukesha County
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

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

PROPOSED

On July 16, 2026, this Court entered an order granting preliminary approval (the "Preliminary Approval Order") (Doc. No. 19) of the Settlement between (a) Plaintiffs and the Settlement Class; and (b) Defendant, as memorialized in the Settlement Agreement;[1]

On November 18, 2026, the Court held a Final Approval Hearing to determine, inter alia: (1) whether the Settlement is fair, reasonable, and adequate; and (2) whether judgment should be entered dismissing all claims in the Complaint with prejudice. Prior to the Final Approval Hearing, Class Counsel filed a declaration from the Settlement Administrator, Analytics, Inc., confirming that notice was completed. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement and the award of Attorneys' Fees, Costs, Expenses, and Service Awards.

[1] The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning as defined in the Settlement Agreement except as may otherwise be indicated.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate, and reasonable, and having considered the application made by Class Counsel for attorneys' fees, Costs, and Service Awards, and having reviewed the materials in support thereof, and good cause appearing:

IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class Members. The Court also has personal jurisdiction over the Parties and the Settlement Class Members.

2. The Settlement was entered into in good faith following arms' length negotiations and is non-collusive.

3. The Settlement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of final approval of the Settlement.

4. This Court grants final approval of the Settlement, including, but not limited to, the releases in the Settlement and the plans for distribution of the settlement relief. The Court finds that the Settlement is in all respects fair, reasonable, adequate, and in the best interests of the

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Settlement Class. Therefore, all Settlement Class Members who have not opted out are bound by the Settlement and this Final Approval Order and Judgment.

5. The Settlement and every term and provision thereof—including, without limitation, the Releases—are incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

6. The Parties shall effectuate the Settlement in accordance with its terms.

OBJECTIONS AND OPT-OUTS

7. No objections were filed by Settlement Class Members.

8. All persons and entities who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including, but not limited to, by appeal, collateral attack, or otherwise.

9. No Settlement Class Members have opted out of the Settlement. All Settlement Class Members who failed to submit a valid and timely opt-out are bound by the Settlement Agreement and its terms.

CLASS CERTIFICATION

10. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies for settlement purposes only the following Settlement Class:

The "Monetary Settlement Class" is defined as:

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

The "Injunctive Relief Settlement Class" is defined as:

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

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

11. The Court determines that for settlement purposes the Settlement Class meets all the requirements of Rule 803.08 of the Wisconsin Rules of Civil Procedure, namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

12. The Court grants final approval of the appointment of Plaintiffs Sheila Crosby, Richard Dusterhoft, Robin Guertin, Michael Meza, Shira Haid, Aria Nardi, Jeffrey Neil Young, and Marcie Strickland are preliminarily appointed as the Monetary Class Representatives and Donna Gear, Andrew Gibson, Vera Hays, Tina Ingram, Nakia King, Crystal Lamb, Thomas Luca, and Cynthia Saffo are preliminarily appointed as the Injunctive Relief Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

13. The Court grants final approval to the appointment Gary F. Lynch of Lynch Carpenter LLP and Gary M. Klinger of Milberg, PLLC as Settlement Class Counsel. The Court concludes that Class Counsel have adequately represented the Settlement Class and will continue to do so.

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NOTICE TO THE SETTLEMENT CLASS

14. The Court finds that the notice program, as executed, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class Members of the pendency of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement, their right to exclude themselves, their right to object to the Settlement and to appear at the final approval hearing, and satisfied the requirements of the Wisconsin Rules of Civil Procedure, the United States Constitution, and all other applicable laws.

AWARD OF ATTORNEY'S FEES

15. The Court has considered Class Counsel's Motion for Attorneys' Fees, Costs, Expenses, and Service Awards for Class Representatives.

16. The Court awards Class Counsel one-third (33.33%) of the Settlement Fund as an award of attorneys' fees totaling $1,500,000, inclusive of $13,210.99 in costs and expenses to be paid in accordance with the Settlement, and the Court finds this amount of fees, costs, and expenses to be fair and reasonable. Further, the Court awards the Settlement Class Representatives $1,000 each as Service Awards for their efforts and commitment on behalf of the Settlement Class. This award of attorneys' fees, costs, expenses, service awards, and any interest earned thereon, shall be paid from the Settlement Fund in accordance with the Settlement.

17. This award of attorneys' fees, costs, expenses, and service awards is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

OTHER PROVISIONS

18. The Parties to the Settlement shall carry out their respective obligations thereunder.

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19. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement shall be made available to the Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement.

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

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

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prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Lawsuit and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

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Upon the Effective Date, each Monetary Settlement Class Member shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Monetary Settlement Class Members acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the

Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

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

22. This Final Approval Order and Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered or received against Defendant as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Defendant with respect to the truth of any fact alleged by any Settlement Class Representative or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Litigation or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Defendant; ***provided, however***, that nothing in the foregoing, the Settlement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement or this Final Approval Order and Judgment in a

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proceeding to consummate or enforce the Settlement or this Final Approval Order and Judgment (including all releases in the Settlement and Final Approval Order and Judgment), or to defend against the assertion of any Released Claims in any other proceeding, or as otherwise required by law.

23. This Final Approval Order and Judgment and the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as or received in evidence as an admission, concession, or presumption against any Settlement Class Representative or any Settlement Class Member that any of their claims are without merit, or that any defense asserted by Defendant has any merit, or that damages recoverable in the Litigation would not have exceeded the Settlement Fund.

24. The Settlement (including without limitation the releases therein) shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

25. The Court hereby dismisses the Litigation and the Amended Class Action Complaint and all claims therein on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order and Judgment.

26. Consistent with the Settlement Agreement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment shall

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cease to be of any force and effect, and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into the Settlement. In such an event, the Parties shall be restored to their respective positions in the Litigation as if the Settlement Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue).

27. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain exclusive jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement for all purposes, including enforcement of its terms at the request of any party, and resolution of any disputes that may arise relating in any way to the implementation of the Settlement or the implementation of this Final Order and Judgment.

ENTERED:

IT IS SO ORDERED this _____ day of _____, 202___.

By: _____

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