

NOTICE OF CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT, DISTRICT OF MONTANA
Teeter v. Easterseals-Goodwill Northern Rocky Mountain Inc.,
Case No. 4:22-cv-00096-BMM

A court approved this notice. This is not an advertisement. You are not being sued.

TO: ALL PERSONS RESIDING IN THE UNITED STATES TO WHOM DEFENDANT SENT NOTICE OF A DATA SECURITY INCIDENT THAT WAS DISCOVERED ON OR ABOUT JULY 20, 2022 AND INVOLVED AN UNAUTHORIZED PERSON GAINING ACCESS TO CERTAIN EMAIL ACCOUNTS THAT CONTAINED PERSONAL IDENTIFYING INFORMATION AND/OR PERSONAL HEALTH INFORMATION (THE “DATA INCIDENT”).

A proposed Settlement has been reached in the class action lawsuit titled, *Teeter v. Easterseals-Goodwill Northern Rocky Mountain Inc.*, No. 4:22-cv-00096-BMM (D. MT.). The lawsuit asserts a negligence claim against Defendant ESGW related to a security incident that occurred between October 12, 2021, and November 11, 2021 and about which Defendant notified potentially impacted individuals on or about September 16, 2022 (the “Data Incident”). Defendant denies the claim and denies that it did anything wrong.

The Settlement offers reimbursement of documented out of pocket expenses, compensation for attested time and identity monitoring to all Settlement Class Members who submit a valid and timely claim to the Settlement Administrator. Class Members who do not opt-out of participation in the settlement may be eligible for the following payments:

- A. ESGW will reimburse documented out of pocket expenses incurred as a result of the Data Incident up to a maximum of \$1,500.00 per person, upon submission of a timely, complete and valid Claim Form, along with necessary supporting documentation, for the following losses:
1. *Documented Out-of-Pocket Losses* incurred as a result of the Data Incident, including unreimbursed 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;
 2. *Documented Fees for Unreimbursed Identity Protection Expenses* such as credit reports, credit monitoring, or other identity theft insurance products purchased between July 20, 2022, and the date of the Settlement Agreement; and
 3. *Reimbursement of Attested Time.* Settlement Class Members are also eligible to receive reimbursement for up to a maximum of three hours of lost time (calculated at the rate of \$20.00 per hour) spent remedying the issues related to the Data Incident, but only if a minimum of a full hour was spent. Settlement Class Members may receive reimbursement for up to three (3) hours of lost time if the Settlement Class Member attests that any claimed lost time was spent related to the Data Incident.
- B. *Compensation for Extraordinary Losses.* Settlement Class Members who were the victim of actual documented identity theft are also eligible to receive reimbursement for documented Extraordinary Losses, not to exceed \$5,000.00 per Settlement Class Member for documented monetary loss that is, inter alia, arising from financial fraud or identity theft if:

1. The loss is an actual, documented and unreimbursed monetary loss;
2. The loss is more likely than not caused by the Data Incident;
3. The loss occurred during the period between July 20, 2022, through and including the date of the Settlement Agreement;
4. The loss is not already covered as an “Ordinary Loss” as described above; and
5. The Settlement Class Member must also provide documentation that he or she made reasonable efforts to avoid, or seek reimbursement for, the losses, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Settlement Class Members with Extraordinary Losses must submit plausible documentation supporting their claims to the Claims Administrator, postmarked or submitted online on or before the Claims Deadline of March 21, 2024. This documentation can include, but is not necessarily limited to, receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to qualify for reimbursement for Extraordinary Losses, but can be considered to add clarity or to support other submitted documentation.

Limitation on Reimbursable Expenses. Claimants must exhaust all existing credit monitoring insurance and identity theft insurance before Defendant is responsible for any expenses claimed pursuant to this paragraph. Nothing in this Settlement Agreement shall be construed as requiring Defendant to provide, and Defendant shall not provide, for a double payment for the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

IF YOU ARE A CLASS MEMBER, YOUR OPTIONS ARE:		DEADLINES:
SUBMIT A CLAIM FORM	You must submit a valid claim form to receive a payment from this Settlement.	March 21, 2024
DO NOTHING	You will receive no payment and will no longer be able to sue Defendant over the claims resolved in the Settlement.	N/A
EXCLUDE YOURSELF	You may exclude yourself from this Settlement and keep your right to sue separately. If you exclude yourself, you receive no payment. Exclusion instructions are provided in this Notice.	March 6, 2024
OBJECT	If you do not exclude yourself, you may write to the Court to comment on or detail why you do not like the Settlement by following the instructions in this Notice. The Court may reject your objection. You must still file a claim if you desire any monetary relief under the Settlement.	March 6, 2024

The Court must give final approval to the Settlement before it takes effect but has not yet done so. No payments will be made until after the Court gives final approval and any appeals are resolved.

Please review this Notice carefully. You can learn more about the Settlement by visiting www.ESGWDataSettlement.com or by calling 888-231-9068.

FURTHER INFORMATION ABOUT THIS NOTICE AND THE LAWSUIT

1. WHY WAS THIS NOTICE ISSUED?

Settlement Class Members are eligible to receive payment from a proposed Settlement the Lawsuit. The court overseeing the Lawsuit pending in the District of Montana authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. This Notice explains certain legal rights and options Settlement Class Members have in connection with the Settlement.

2. WHAT IS THE LAWSUIT ABOUT?

The proposed class action lawsuit brought on behalf of certain current and former ESGW clients, patients and employees whose information may have been accessed and exfiltrated by unauthorized individuals as part of the Data Incident. The Data Incident potentially affected certain personal information of at least 7,551 current and former ESGW clients, patients and employees.

The Lawsuit claims Defendant is legally responsible for the Data Security Incident and asserts a claim for negligence. Defendant denies the claim and denies that it did anything wrong.

3. WHY IS THE LAWSUIT A CLASS ACTION?

In a class action, one or more representative plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all these people are the “Class” and each individual is a “Class Member.” There is one Representative Plaintiff in this case: Janice Teeter. The class in this case is referred to in this Notice as the “Settlement Class.”

4. WHY IS THERE A SETTLEMENT?

The Representative Plaintiff in the Lawsuit, through her attorneys, investigated the facts and law relating to the issues in the Lawsuit. The Representative Plaintiff and Class Counsel believe that the Settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Representative Plaintiff’s claims or Defendant’s defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive compensation. The Settlement does not mean that Defendant did anything wrong, or that the Representative Plaintiff and the Class would or would not win the case if it were to go to trial.

TERMS OF THE PROPOSED SETTLEMENT

5. WHO IS IN THE SETTLEMENT CLASS?

The Settlement Class is defined as all persons residing in the United States to whom Defendant sent Notice of a Data Security Incident that was discovered on or about July 20, 2022, and involved an unauthorized person gaining access to certain email accounts that contained Personal Identifying Information and/or Personal Health Information.

6. WHAT ARE THE TERMS OF THE SETTLEMENT?

The proposed Settlement shall be administered on a wholly claims-made basis. To receive any relief, Settlement Class Members must submit a valid and timely claim to the Settlement Administrator. Class Members will be eligible to claim: (i) Compensation for Ordinary Losses up to \$1,500.00 per Settlement Class Member, (ii) Compensation for Extraordinary Losses up to \$5,000.00 per Settlement Class Member for Settlement Class Members who were the victim of actual documented identity theft, and (iii) one year of identity monitoring. Class Counsel will ask the Court to approve Attorneys’

fees and costs awarded up to \$215,000.00. Class Counsel will also ask the Court to approve a Service award to the Representative Plaintiff up to \$2,500.00. The Settlement also releases all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Data Security Incident, as detailed in the Class Settlement Agreement and Release.

7. WHAT CLAIMS ARE SETTLEMENT CLASS MEMBERS GIVING UP UNDER THE SETTLEMENT?

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Class Settlement Agreement and Release and any final judgment entered by the Court and will give up their right to sue Defendant for the claims being resolved by the Settlement, including all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Data Incident. The claims that Settlement Class Members are releasing are described in Section 76-78 of the Class Settlement Agreement and Release.

PAYMENTS TO SETTLEMENT CLASS MEMBERS

8. WHAT KIND OF PAYMENTS CAN SETTLEMENT CLASS MEMBERS RECEIVE?

Settlement Class Members who submit valid and claims and required documentation may receive one or more of the following: (i) Compensation for Ordinary Losses up to \$1,500.00 per Settlement Class Member, (ii) Compensation for Extraordinary Losses up to \$5,000 per Settlement Class Member, and (iii) one year of identity monitoring.

YOUR OPTIONS AS A SETTLEMENT CLASS MEMBER

9. IF I AM A SETTLEMENT CLASS MEMBER, WHAT OPTIONS DO I HAVE?

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. **However, if you wish to seek benefits under the Settlement, you must complete and submit a Claim Form postmarked or submitted online at www.ESGWDataSettlement.com by March 21, 2024.**

If you do not want to give up your right to sue Defendant about the Data Security Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 13 below for instructions on how to exclude yourself.

If you wish to object to the Settlement, you must remain a Settlement Class Member (i.e., you may not also exclude yourself from the Settlement Class by opting out) and submit a written objection. See Question 16 below for instructions on how to submit an objection.

10. WHAT HAPPENS IF I DO NOTHING?

If you do nothing, you will get no benefits from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant related to the claims released by the Settlement.

11. HOW DO I SUBMIT A CLAIM?

You may complete the Claim Form online at www.ESGWDataSettlement.com. You may also obtain a paper Claim Form by downloading it at www.ESGWDataSettlement.com or by calling the claims administrator at 888-231-9068. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting

materials electronically at www.ESGWDataSettlement.com or mail them to *ESGW Data Settlement*, Claims Administrator, P.O. Box 25206, Santa Ana, CA 92799.

12. WHO DECIDES MY SETTLEMENT CLAIM AND HOW DO THEY DO IT?

The Claims Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

13. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To opt out of the Settlement you must make a signed, written Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, your full name, current address, personal signature, and the words "Request for Exclusion" or a comparable unequivocal statement that you do not wish to participate in the Settlement. You must submit your request through the Settlement website (www.ESGWDataSettlement.com) or mail your request to this address:

ESGW Data Settlement
Claims Administrator
P.O. Box 25206
Santa Ana, CA 92799

Your request must be submitted online or postmarked by **March 6, 2024**.

14. IF I EXCLUDE MYSELF, CAN I RECEIVE ANY PAYMENT FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not be entitled to any benefits. However, you will also not be bound by any judgment in this Lawsuit.

15. IF I DO NOT EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE DATA INCIDENT LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a payment.

16. HOW DO I OBJECT TO THE SETTLEMENT?

All Class Members who do not request exclusion from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement benefits will be provided and the lawsuit will continue. If that is what you want to happen, you must object.

To object to the settlement send timely, written objections to the Settlement Administrator postmarked no later than March 6, 2024. The written objection must include (i) the name of the proceedings (District of Montana: *Teeter v. Easterseals-Goodwill Rocky Mountain, Inc.*, No. 4:22-cv-00096-BMM (D. MT)), (ii) the Settlement Class Member's full name, current mailing address, telephone number, and e-mail address, (iii) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection, (iv) a written statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class, (v) the identity of any and all attorneys representing the objector, (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing, and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Court	Defendant's Counsel
Office of the Clerk U.S. District Court for the District of Montana 125 Central Ave W Ste 301 Great Falls, MT 59404	Jon P. Kardassakis LEWIS, BRISBOIS 633 W 5th St Ste 4000 Los Angeles, CA 90071
Settlement Class Counsel	
Scott Edward Cole COLE & VAN NOTE 555 12th St Ste 2100 Oakland, CA 94607	Eric Rasmusson RASMUSSON LAW OFFICES, PLLC 218 E Front St Ste 200 Missoula, MT 59802

If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

COURT APPROVAL OF THE SETTLEMENT

17. HOW, WHEN, AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **April 11, 2024 at 1:30 p.m.** at the Missouri River Courthouse, 125 Central Avenue West, Suite 301, Great Falls, MT 59404. Please visit the Court's website at <http://www.mtd.uscourts.gov/Home.aspx> for current information regarding courthouse access and court hearings. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Settlement Class Counsel's request for attorneys' fees and costs, and the request for service award for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www.ESGWDataSettlement.com or access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <http://www.cod.uscourts.gov/CourtOperations/PACER.aspx> to confirm the schedule if you wish to attend.

18. DO I HAVE TO ATTEND THE HEARING?

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person in order to make an objection. The Court will consider any written objections properly submitted according to the instructions in Question 16.

You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

19. WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT?

If the Court approves the Settlement and no appeal is taken, ESGW will deposit with the Settlement Administrator sufficient funds to pay approved claims within fifteen (15) business days of: (i) the Effective Date or (ii) the date the Settlement Administrator provides a list that includes the names of all approved claimants, and the dollar amount and type of the approved claims, whichever is later. In the event of a disputed claim, ESGW will deposit with the Settlement Administrator

sufficient funds to pay all approved and not disputed claims and, in the event of any disputed claim, will deposit additional funds sufficient funds to pay any disputed claim that the Settlement Administrator resolves in favor of the claimant within five (5) business days of being advised of the Settlement Administrator’s resolution of the disputed claim.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal.

20. WHAT HAPPENS IF THE COURT DOES NOT APPROVE THE SETTLEMENT?

If the Court does not approve the Settlement, no settlement benefits will be provided, there will be no Settlement payments to Settlement Class Members, Settlement Class Counsel or the Representative Plaintiff, and the case will proceed as if no Settlement had been attempted.

LAWYERS FOR THE SETTLEMENT CLASS AND DEFENDANT

21. WHO REPRESENTS THE SETTLEMENT CLASS?

The Court has appointed the following Class Counsel to represent the Settlement Class in this Lawsuit:

Settlement Class Counsel	
Scott Edward Cole COLE & VAN NOTE 555 12th St Ste 2100 Oakland, CA 94607	Eric Rasmusson RASMUSSON LAW OFFICES, PLLC 218 E Front St Ste 200 Missoula, MT 59802

Settlement Class Members will not be charged for the services of Settlement Class Counsel. Settlement Class Counsel will be paid subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

22. HOW WILL THE LAWYERS FOR THE SETTLEMENT CLASS BE PAID?

Settlement Class Counsel will request the Court’s approval of an award for attorneys’ fees up to \$215,000.00. Settlement Class Counsel will also request approval of service awards of \$2,500.00 for the Representative Plaintiff.

23. WHO REPRESENTS DEFENDANT IN THE LAWSUIT?

Defendant is represented by the following lawyer:

Defendant’s Counsel
Jon P. Kardassakis LEWIS, BRISBOIS 633 W 5th St Ste 4000 Los Angeles, CA 90071

FOR FURTHER INFORMATION

24. WHAT IF I WANT FURTHER INFORMATION OR HAVE QUESTIONS?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Class Settlement Agreement and Release available at www.ESGWDataSettlement.com, by contacting Settlement Class Counsel at the phone numbers provided in response to Question 21 above, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system <http://www.cod.uscourts.gov/CourtOperations/PACER.aspx>, or by visiting the Office of the Clerk, U.S. District Court for the District of Montana, Missouri River Courthouse, 125 Central Avenue West, Suite 301, Great Falls, MT 59404, between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays.

Simpluris will act as the Claims Administrator for the Settlement. You can contact the Claims Administrator at:

ESGW Data Settlement
Claims Administrator
P.O. Box 25206
Santa Ana, CA 92799

Please do not contact the Court.