

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is entered into by, between and among Janice Teeter, individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 32) together, "Plaintiffs," and Defendant Easterseals-Goodwill Northern Rocky Mountain, Inc. (hereinafter, "ESGW" or "Defendant" and collectively with Plaintiffs, the "Parties"). As detailed below, this Settlement Agreement releases and forever discharges and bars all claims asserted (or that could have been asserted) in the class action lawsuit captioned *Teeter v. Easterseals-Goodwill Northern Rocky Mountain, Inc.*, No. 4:22-cv-00096-BMM, currently pending in the United States District Court for the District of Montana, Great Falls Division (the "Action") or any related actions.

### **I. FACTUAL BACKGROUND AND RECITALS**

1. On October 11, 2022, the Action was filed against ESGW in the United States District Court for the District of Montana, Great Falls Division.

2. The Action relates to a data security incident impacting ESGW, that occurred between October 12, 2021 and November 11, 2021, which was publicly acknowledged by Defendant on September 16, 2022. The data security incident potentially affected certain personal information of at least 7,551 current and former ESGW patients, employees, and customers (the "Data Incident").

3. ESGW denies (i) the allegations and all liability with respect to facts and claims alleged in the Action, (ii) that the class representative in the Action and the class she purports to represent have suffered any damage, and (iii) that the Action satisfies the requirements to be certified or tried as a class action under Federal Rules of Civil Procedure 23. Nonetheless, ESGW has concluded that further litigation would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Settlement Agreement nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof, is or may be deemed to be or may be used as an admission of any wrongdoing or liability.

4. The Parties began negotiating settlement as early as March 2023. Class Counsel and Defendant's Counsel engaged in multiple telephone and email correspondences. The Parties were engaged in an offer and counteroffer process which took months to complete. In anticipation of continued litigation and formal mediation, ESGW began to prepare initial discoveries related to the merits of Plaintiffs' claims, potential defenses thereto, and class certification, and the Parties discussed their respective positions on the merits of the claims and class certification.

5. Following months of extensive arms-length negotiations, the Parties negotiated a settlement on August 30, 2023, by which the Parties agree and hereby wish to resolve all matters pertaining to, arising from, or associated with the Action, including all claims Plaintiff and Settlement Class Members have or may have had against ESGW.

6. In exchange for the mutual promises, agreements, releases, and other good and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

## **II. DEFINITIONS**

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

7. “Action” means *Teeter v. Easterseals-Goodwill Northern Rocky Mountain, Inc.*, Case No. 4:22-cv-00096-BMM, currently pending in the United States District Court for the District of Montana, Great Falls Division.

8. “Approved Claim” means a timely and properly submitted claim by a Participating Settlement Member that has been approved as a Valid Claim by the Settlement Administrator.

9. “Attested Time” means time spent remedying issues related to the Data Incident, as provided in Section III of this Agreement.

10. “Business days” means calendar days excluding Saturday, Sunday and any federal holiday.

11. “Defendant’s Counsel” and “ESGW’s Counsel” means Jon Kardassakis of Lewis Brisbois of Lewis Brisbois Bisgaard & Smith LLP, and Jean E. Faure of Faure Holden Attorneys at Law, P.C.

12. “Claim Form” or “Claim” means the form(s) Participating Settlement Class Members must submit to be eligible for reimbursement of Out-of-Pocket Losses, and Attested Time, under the terms of the Settlement. The Claim Form will be in a form substantially as shown on attached **Exhibit C**, which will be available on the Settlement Website (as defined below).

13. “Claims Deadline” means the postmark date and/or online submissions deadline by which Participating Settlement Class Members must submit a complete Claim Form(s) to be considered timely, which will occur ninety(90) days from the date that Notice is sent.

14. “Claims Period” means the period during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will start on the date Notice is sent and will end on the Claims Deadline.

15. “Class Counsel” means Eric Rasmusson of Rasmusson Law Offices, PLLC, and Scott Edward Cole of Cole & Van Note.

16. “Settlement Class Representative” means the named class representative Janice Teeter.

17. “Court” means the Honorable Brian Morris, Chief District Judge of the United States District Court for the District of Montana, or such other judge to whom the Action may hereafter be assigned.

18. “Data Incident” means the data security incident disclosed by ESGW on or about September 16, 2022, which is the subject of this Action.

19. “Effective Date” means one (1) business day following the latest of (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment with no appeal, petition, request for rehearing or other review having been filed if no appeal has been filed, or (ii) if any appeal, petition, request for rehearing or other review has been filed, one (1) business day after the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired.

20. “Fee Application” means any motion for an award of attorneys' fees, Litigation Costs and Expenses and Service Award Payments. “Fee Award and Costs” means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

21. “Final” shall mean the occurrence of all of the following events: (i) the settlement pursuant to this Settlement is finally approved by the Court, (ii) the Court has entered a Final Approval Order and Judgment (as defined below), and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety by the Court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

22. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, finds that the Settlement Agreement is fair, reasonable and adequate and was entered into in good faith and without collusion, approves and directs the consummation of this Agreement, approves the Release contained in this Agreement and orders that as of the Effective Date that the Released Claims will be released as to the Parties, dismisses the Action with prejudice and without costs, except as explicitly set forth in this Agreement, otherwise satisfies the settlement-related provisions of the Federal Rules of Civil Procedure, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and ESGW's Counsel will work together on a proposed Final Approval Order and Judgment, which both parties must approve before filing.

23. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy and reasonableness of the Settlement pursuant to Federal Rules of Civil Procedure and whether to issue the Final Approval Order and Judgment.

24. “Litigation Costs and Expenses” means reasonable costs and expenses incurred by counsel for Plaintiffs and Class Counsel in connection with commencing, prosecuting and settling the Action and any threatened litigation by other Class Members and their counsel (if any), as approved by the Court.

25. “Long-form Notice” means the long-form notice of settlement posted on the Settlement Website substantially in the form as shown in **Exhibit B** here.

26. “Notice” means notices of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Postcard Notice (**Exhibit A**), and/or Long-Form Notice (**Exhibit B**) substantially in the form as shown in **Exhibit A** and **Exhibit B** attached hereto.

27. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members and will occur thirty (30) days after entry of the Preliminary Approval Order.

28. “Notice and Administrative Expenses” means all expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement benefits to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement including, but not limited to, any administrative expenses or fees, Settlement Website fees, state, local or federal taxes, and legal, accounting or actuarial fees related to the operation of this Settlement.

29. “Objection Deadline” is the last day on which a Settlement Class Member may make a written objection to the Settlement or Fee Application, which will be sixty (60) days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

30. “Opt-Out Deadline” and “Request for Exclusion Deadline” is the last day on which a Settlement Class Member must mail a written request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

31. “Out-of-Pocket Losses” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are more likely than not caused by the Data Incident and have not already been reimbursed by a third party. Out-of-Pocket Losses may include, without limitation, unreimbursed costs associated with fraud or identity theft including professional fees and fees for credit repair services and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges, as well as costs for credit monitoring costs or other mitigative services that were incurred on or between October 12, 2021, and the date of the close of the Claims Period.

32. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

33. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement

under the Federal Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment, that is consistent with all material provisions of this Settlement Agreement. Class Counsel and ESGW's Counsel will work together on a proposed Preliminary Approval Order, which the Parties must approve before submission to the Court.

34. "Private Information" means names, addresses, dates of birth, Social Security numbers, driver's license numbers, medical and clinical treatment information, insurance information, claims information and other protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and additional personally identifiable information ("PII") and protected health information ("PHI") that Defendant collected and maintained, as those terms are defined by applicable data breach notification laws.

35. "Released Claims" means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees and costs, interest or expenses) that the Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action, including but not limited to those concerning the Data Incident "Released Claim" also shall have the meaning ascribed to it as set forth in additional details in Section XIII below.

36. "Request for Exclusion" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from or "opt out of" the Settlement Class in the form and manner provided for in the Notice.

37. "Service Award Payment" means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of their role in this litigation, which shall not exceed \$2,500, as approved by the Court.

38. "Settlement" means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

39. "Settlement Administration Costs" shall mean the costs incurred by the Settlement Administrator to administer the Settlement, including the cost of Notice.

40. "Settlement Administrator" means LIST ADMINISTRATOR ("NAME"), subject to Court approval. Class Counsel and ESGW's Counsel may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

41. "Settlement Class" means:

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 account that contained personal identifying information and/or personal health information (the “Data Incident”).

42. “Settlement Class List” means the mailing list used by ESGW to send its notice of the Data Incident disclosed by ESGW on or about September 16, 2022 to potentially affected persons containing the full names, and addresses, where known. ESGW shall provide the Settlement Class List to the Settlement Administrator within ten (10) business days of entry of the Preliminary Approval Order.

43. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class. Each individual will be identified by a unique identification code assigned to them by the Settlement Administrator. This unique identification code will be used to verify that the individual is a member of the Settlement Class before a Settlement Payment is paid.

44. “Settlement Payment” or “Settlement Check” means the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to Paragraph 48 for a Valid Claim.

45. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs' Motion for Preliminary Approval of the Settlement, the Preliminary Approval Order, Plaintiffs' Fee Application, and the operative complaint in the Action. The Settlement Website shall also include a downloadable copy of the Longform Notice and the Claim Form for Settlement Class Members to access. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website will also provide a toll-free telephone number, contact form and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least thirty (30) days after all Settlement Payments have been distributed.

46. “Short-Form Notice” means the content of the mailed Notice to the proposed Settlement Class Members substantially in the form as shown in **Exhibit A** attached hereto. The Short-Form Notice will direct the recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the identity protection enrollment code, the requested attorneys' fees, and the date of the Final Fairness Hearing as defined below.

47. “Valid Claim” means a Settlement Claim, determined to be timely, complete and verified by the Claims Administrator to meet all the required criteria for the type of claim being

submitted, including the amount approved by the Settlement Administrator (even if that determination is made following the dispute resolution process described herein).

### **III. SETTLEMENT BENEFIT ALLOCATION**

48. **Claims-made basis.** The 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. Claims will be subject to review for timeliness, completeness, and validity by the Settlement Administrator.

#### **48. Settlement Payment**

- a. *Compensation for Ordinary Losses.* ESGW will reimburse documented out of pocket expenses incurred as a result of the Data Incident up to a maximum of \$1,500 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 this 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 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 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 this 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 which occurs ninety (90) days after the date that Notice is mailed. 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.

49. **Assessing Claims for Out-of-Pocket Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member and whether the claim submission was timely. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Losses reflects valid Ordinary Losses actually and reasonably incurred and, for Extraordinary Losses (as that term is used in Paragraph 48c of this Agreement), reflects losses that are “more than likely caused by” the Data Incident; however, the Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making individual determinations. In assessing what qualifies as more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) whether the timing of the loss occurred on or after October 12, 2021, (ii) whether the Personal Information used to commit identity theft or fraud consisted of the type of Personal Information identified in Defendant's Notice of the Data Incident, and (iii) whether the documentation is valid and credible.

The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. Mail) to seek clarification regarding a submitted claim prior to deciding its validity and may also consider evidence provided by Defendant.

50. **Assessing Claims for Attested Time.** The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Attested Time but may consult with Class Counsel and ESGW's Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. Mail) to seek clarification regarding a submitted claim prior to deciding its validity.

51. **Disputes.** To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses, Extraordinary Losses, or Attested Time is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via email, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. Mail. If the Settlement Class Member attempts to cure the deficiencies but fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that final determination within ten (10) days of the determination. The Settlement Administrator will have sole discretion and authority to determine whether a Settlement Class Member fails to cure any deficiencies. The Settlement Administrator may consult with Class Counsel and ESGW's Counsel in making such determinations.

52. **Time for Funding.** 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, 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.

#### **IV. CREDIT MONITORING**

52. **Credit Monitoring.** All Settlement Class Members who do not opt-out of participation in this settlement shall be offered an opportunity to enroll in 1-year of identity monitoring.

#### **V. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS**

53. **Payment Timing.** Payments for Valid Claims for reimbursement for approved Out-of-Pocket Losses as set forth in Paragraph 49 shall be issued in the form of a check mailed and/or an electronic payment as soon as practicable after the allocation and distribution of

settlement benefits are determined by the Settlement Administrator following the Effective Date and the date the claim is approved.

54. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue.

55. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an email and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

56. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions (1) attempt to contact the Participating Settlement Class Member by email and/or telephone to discuss how to obtain a reissued check, (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods, and (3) mailing the Participating Settlement Class Member a postcard or letter (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Upon request of a Participating Settlement Class Member, the Settlement Administrator may re-issue a check for up to an additional ninety (90) day period following the original ninety (90) day period. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

57. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased, documentation establishing the proper estate representative to whom to mail the Settlement Check, and after consultation with Class Counsel and ESGW's Counsel.

## **VI. CLAIMS, CAPS. AND DISTRIBUTION OF SETTLEMENT BENEFIS**

58. **Submission of Electronic and Hard Copy Claims.** Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by U.S. Mail to the Settlement Administrator. Claim Forms must be submitted electronically through the Settlement Website or postmarked during the Claims Period and on or before the Claims Deadline.

## **VII. EQUITABLE RELIEF**

59. **Remedial Measures/Security Enhancements.** Without admitting liability, Defendant has enacted and will maintain additional information security enhancements (the costs and description of which will be provided to the Court under Seal).

## **VIII. SETTLEMENT CLASS NOTICE**

60. **Notice.** Within ten (10) days of entry of the Preliminary Approval Order, ESGW shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days of entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class.

61. **Manner of Giving Notice.** Subject to Court approval, the Settlement Administrator will provide the Class Notice to all Class Members as described herein. The cost of such notice will be paid from the Notice and Administration Expenses.

- a. **Postcard Notice.** As soon as practicable but starting no later than thirty (30) days from the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Postcard Notice via U.S. Mail to all Settlement Class Members. Before mailing the Postcard Notice, the Settlement Administrator will update the addresses provided by ESGW with the National Change of Address (NCOA) database. It shall be conclusively presumed that the intended recipients received the Postcard Notice if the mailed Postcard Notices have not been returned to the Settlement Administrator as undeliverable within fifteen (15) days of mailing.
- b. **Settlement Website.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish the Settlement Website. The Parties shall confer and approve a mutually acceptable URL for the Settlement Website and a secure webserver to host the Settlement Website. The Settlement Website shall remain accessible until thirty (30) days after the Settlement Administrator has completed its obligations under the Settlement Agreement. The Settlement Website shall contain (i) the Settlement Agreement, contact information for Class Counsel and ESGW's Counsel, (ii) contact information for the Settlement Administrator, (iii) the publicly filed motion for preliminary approval, motion for final approval and for attorneys' fees and expenses (when they become available), (iv) the signed preliminary approval order, and (v) a downloadable and online version of the Claim Form and Longform Notice. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The

Settlement Website shall contain a prominent notification that “No Claims Forms will be accepted via email.”

- c. **Toll-Free Telephone Number.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated toll-free telephone number by which Settlement Class Members can obtain information about the Settlement and request paper forms of the Notice and Claim Form be sent to them.
- d. **Post Office Box.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated P.O. Box with the United States Postal Service to accept correspondence and claims from Settlement Class Members.

## **IX. OPT-OUTS AND OBJECTIONS**

62. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a 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, the individual's full name, current address, personal signature, and the words “Request for Exclusion” or a comparable unequivocal statement that the individual does not wish to participate in the Settlement. The Postcard Notice shall state “if you do not want to be legally bound by the Settlement, you must exclude yourself” by a designated date. The Postcard Notice will also state: “if you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decision of the Court and give up your rights to sue ESGW for the claims resolved by this Settlement.” The Postcard Notice shall provide the Website URL and telephone number to obtain a copy of the Long-Form Notice.

63. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting timely, written objections to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The written objection must include (i) the name of the proceedings, (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. The Notice shall set forth the time and place of the Final Approval Hearing (subject to change) and shall state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

64. Any Settlement Class Member who fails to comply with the requirements for objecting as set forth in Paragraph 63 shall waive and forfeit all rights he or she may have to appear separately and/or object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provision of Paragraph 65. Without limiting the foregoing, any challenge to the Settlement Agreement, or the Judgment to be entered upon final approval, shall be pursuant to an appeal and not through a collateral attack.

**X. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

65. **Settlement Administration Process.** After the settlement is preliminarily approved by the Court, the Settlement Administrator will mail to each Settlement Class Member a Postcard Notice (1) notifying the Settlement Class member of the settlement and a summary of its terms, (2) providing the Settlement Class Member with the URL settlement website, and (3) instructing the Settlement Class Member on how to make a claim. ESGW will cooperate in providing to the Settlement Administrator Class Member contact information, including physical addresses, which will be kept strictly confidential between the Administrator, ESGW and Class Counsel. After the Court enters an order finally approving the Settlement, the Settlement Administrator shall distribute claims-made payments as set forth in this Agreement. Cash payments to Settlement Class Members will be made by check or electronic payment sent from the Administrator.

66. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Within ten (10) days of the Class Counsel filing the motion for preliminary approval of the settlement, the Settlement Administrator acting on behalf of ESGW shall serve or cause to be served a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b);
- b. Administering and overseeing the Settlement Payments provided by ESGW to pay approved Claims;
- c. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- d. Providing Notice to Settlement Class Members via U.S. Mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call or otherwise communicate such inquiries within two (2) business days;
- g. Responding to any mailed or contact form Settlement Class Member inquiries in a timely manner;
- h. Reviewing, determining the timeliness, completeness, validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class

Counsel and ESGW's Counsel a list of approved Claims both periodically during the Claims Period and after the Claims Deadline;

- i. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and ESGW's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to ESGW's Counsel;
- j. Working with the credit monitoring service provider to receive and send activation codes within thirty (30) days after the Effective Date of the Settlement Agreement;
- k. After approval of Valid Claims, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Class Counsel and ESGW's Counsel that include information regarding the number of notices sent and returned; the number of Requests for Exclusion received and, upon request by Class Counsel or ESGW's Counsel, copies of those requests; the number of Objections received and all documentation regarding Objections; the number of claims received, the number of approved claims received, the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;
- m. For all approved claims, the Settlement Administrator shall provide to ESGW's Counsel as soon as it is reasonably available a list that includes the names of all approved claimants, the dollar amount and type of the approved claims. If requested within five (5) business days, the Settlement Administrator shall also provide documentation that supports any approved claims. ESGW shall have ten (10) business days from the date the documentation is provided to advise the Settlement Administrator and Class Counsel if ESGW disputes any approved claim and the basis for any dispute. The Settlement Administrator will consider any objection raised by ESGW, including any evidence offered by ESGW and/or Class Counsel, and may in the Settlement Administrator's discretion request additional information from the claimant. Within a reasonable time, the Settlement Administrator will advise ESGW's Counsel and Class Counsel its resolution of any disputed claim.
- n. Within five (5) business days of the Request for Exclusion Deadline, the Settlement Administrator shall provide to ESGW's Counsel and Class Counsel a final list of all Settlement Class Members who submitted timely Requests for Exclusion. In the event any Request for Exclusion bearing a postmark on or before the Request for Exclusion Deadline is subsequently received by the Settlement Administrator, the Settlement Administrator will immediately supplement the final list and provided the supplemented final list to ESGW's Counsel and Class Counsel.
- o. If more than two percent of the Settlement Class Members request exclusion, ESGW will have 5 business days from the date it receives written notice from the

Settlement Administrator of the final number of Requests for Exclusion to elect whether or not to cancel this agreement and render the settlement void and of no effect.

- p. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- q. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel and ESGW's Counsel.

67. **Limitation of Liability.** The Parties, Class Counsel, and ESGW's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise, (ii) the management, investment or distribution of the Settlement benefits, (iii) the formulation, design or terms of the disbursement of the Settlement benefits, (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement benefits, or (v) the payment or withholding of any Taxes and Tax-Related Expenses.

68. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and ESGW's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice, plan and the administration of the Settlement, (ii) the management, investment or distribution of the Settlement benefits, (iii) the formulation, design or terms of the disbursement of the Settlement benefits, (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement benefits, (v) any losses suffered by, or fluctuations in the value of the Settlement benefits, or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

69. **Settlement Administration Fees.** ESGW will pay the entirety of the settlement administration fees, including without limitation the cost of notice to the class and claims administration.

## **XI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

70. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

71. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the settlement within twenty-one (21) days of its execution. ESGW's counsel will be consulted on the contents of the motion for preliminary approval before it is filed, and once approved for filing by its counsel, Defendant will not oppose the motion.

72. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline. ESGW's counsel will be consulted on the contents of the motion for preliminary approval before it is filed, and once approved for filing by its counsel, Defendant will not oppose the motion.

73. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

## **XII. MODIFICATION AND TERMINATION**

74. **Modification.** The terms and provisions of this Agreement may be amended, modified or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce or limit the rights of Settlement Class Members under this Agreement.

75. **Decertification of the Settlement Class if Settlement Not Approved.** If (1) the Court does not issue the Preliminary Approval Order or Final Approval Order and Judgment, or (2) the Effective Date does not occur, the certification of the Settlement Class shall be void. In the event the Settlement Class is so decertified, ESGW's reserves the right to contest class certification for all other purposes in the Action. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support of or in opposition to a class certification motion. In addition, the fact that ESGW did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including and without limitation in a contested proceeding relating to class certification.

## **XIII. RELEASES**

76. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, the Settlement Class Representative and Participating Settlement Class Members, and each of their spouses and children with claims on behalf to the Settlement Class member guardians and wards, and each of their respective heirs, executors, administrators, estates, representatives, agents, partners, predecessors, successors, co-borrowers, co-obligors, co-debtors,

legal representative, attorneys, and assigns and all who claims through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasers) shall, be deemed to have, and by operation of Judgment shall have released, acquitted, relinquished, and forever discharged any and all Released Claims against ESGW and its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, Related Entities, departments, and any and all of their respective past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing. The relief stated above will be provided to Class Members as consideration for a general release of ESGW for all claims and causes of action pleaded or that could have been pleaded that are related in any way to the activities stemming from the ESGW Data Incident described in the operative complaint.

77. **Unknown Claims.** To the full extent allowed by law, Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and that the Settlement Class Representative or Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns does not know or suspect ESGW to exist, which, if known by him, her or it, might affect his, her or its agreement to release ESGW and its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, Related Entities, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing 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 Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law. Upon the Effective Date, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns 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 any territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States. The Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys and assigns 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 Release, 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.

78. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against

ESGW and any of the Released Parties or based on any actions taken by ESGW or any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

#### **XIV. SERVICE AWARD PAYMENT**

79. **Service Award Payment.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Award Payments for the Settlement Class Representative in recognition of their contributions to this Action. ESGW agrees not to oppose a service award up to \$2,500 for the Settlement Class Representative, subject to Court approval. This service award shall be separate and apart from any other benefits available to the Settlement Class Representative and Participating Settlement Class Members under the terms of this Agreement. The Settlement Administrator shall make the Service Award Payments to the Settlement Class Representative. Such Service Award Payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than fifteen (15) days after the Effective Date.

80. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Service Award Payment in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

#### **XV. ATTORNEYS' FEES, LITIGATION COSTS AND EXPENSES**

81. **Attorneys' Fees, Litigation Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of Attorneys' Fees and Litigation Costs and Expenses. Class Counsel will ask the Court to approve, and Defendants agree not to oppose, an award of Attorneys' Fees of up to \$215,000. Prior to the disbursement or payment of the Fee Award and Litigation Costs and Expenses under this Agreement, Class Counsel shall provide ESGW and the Settlement Administrator a properly completed and duly executed IRS Form W-9. Any Fee Award and Litigation Costs and Expenses shall be paid by the Settlement Administrator in the amount approved by the Court, no later than fifteen (15) days after the Effective Date.

82. **Allocation.** Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiff counsel and any other attorneys. ESGW shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

83. The amount(s) of any award of Attorneys' Fees, Litigation Costs and Expenses, and the Service Award Payments to the Settlement Class Representative, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court of modification or reversal or appeal of any order of the Court, concerning the amount(s) of attorneys' fees, litigation costs and expenses,

and/or service awards ordered by the Court to Class Counsel or Settlement Class Representatives shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of the Settlement Agreement.

#### **XVI. NO ADMISSION OF LIABILITY**

84. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

85. **Limitations on the Use of this Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement, (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs, or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by ESGW in the Action or in any proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

#### **XVII. MISCELLANEOUS**

86. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

87. **Cooperation.** The Settling Parties (i) acknowledged that it is their intent to consummate this Settlement Agreement, and (ii) to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

88. **Final and Complete Resolution.** The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agreed that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent counsel.

80. **Class Counsel Powers.** Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate to carry out the spirit of this Settlement Agreement and to ensure the fairness to the Settlement Class.

90. **Successors and Assigns.** The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

91. **Pronouns.** As used herein, "he" means "he, she, it or they;" "his" means "his, hers, it's or theirs;" and "him" means "him, her, it or them."

92. **Currency.** All dollar amounts are in United States dollars (USD).

93. **Execution in Counterparts.** The Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and execution of the counterparts shall have the same force and effect as if all Parties had signed the same instrument.

94. **No Construction Against the Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. The Settlement Class Representative and ESGW each acknowledge that each have been advised and are represented by legal counsel of his or her own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

95. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified or amended except in writing signed by all Parties, and, once a motion for Preliminary Approval has been filed, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of the Parties.

96. **Paragraph Headers.** Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Plaintiff and Defendant have executed this Settlement Agreement and Release of Claims on the dates indicated below:

\_\_\_\_\_  
Plaintiff Janice Teeter

\_\_\_\_\_  
Date

*John Martz, CLPQ/Secretary* *November 8, 2023*  
\_\_\_\_\_  
[Signatory] Date

Title

For Defendant Easterseals-Goodwill Northern Rocky Mountain, Inc

APPROVED AS TO FORM:

\_\_\_\_\_  
Eric Rasmuson, Esq.

\_\_\_\_\_  
Date

Rasmuson Law Offices, PLLC

Attorneys for Plaintiffs

\_\_\_\_\_  
Scott E. Cole, Esq.

\_\_\_\_\_  
Date

Cole & Van Note

Attorneys for Plaintiffs

*Jon P. Kardassakis*  
\_\_\_\_\_  
Jon P. Kardassakis

*11/8/2023*  
\_\_\_\_\_  
Date

Lewis Brisbois

Attorney for Defendant Easterseals-Goodwill Northern Rocky Mountain, Inc