

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

TIFFANY ROPER, and HEIDI  
EMMERLING, Individually, and on  
Behalf of All Others, Similarly Situated,

Case No. 23-cv-1836

Hon. Lindsay Jenkins

Plaintiffs,

v.

RISE INTERACTIVE MEDIA &  
ANALYTICS, LLC,

Defendant.

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**SETTLEMENT AGREEMENT**

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This Settlement Agreement, dated October 16, 2024, is made and entered into by and among (1) Plaintiffs Tiffany Roper and Heidi Emmerling (each a “Plaintiff” and together “Plaintiffs” or “Representative Plaintiffs”), individually and on behalf of the Settlement Class Members (as defined below); and Defendant Rise Interactive Media & Analytics, LLC (“Defendant” or “Rise”) (collectively, the “Parties”).

**I. BACKGROUND**

1. Rise is a digital marketing firm that provides marketing services to various entities, including its former customer, RGH Enterprises, LLC. d/b/a Edgepark Medical Supplies (previously known as RGH Enterprises, Inc.), a subsidiary of Cardinal Health, Inc. (“Edgepark”).

2. Plaintiffs are customers of Edgepark, a company that ships medical supplies directly to consumers. As part of ordering medical supplies, Plaintiffs provided Edgepark with personal information, which may have included customer names, email addresses, phone numbers, provider information, diagnoses, expected delivery dates, and health insurance information.

3. In connection with Rise's marketing services, Rise obtained customer information from Edgepark in the regular course of business.

4. On about November 14, 2022, Rise identified a data security incident within its systems, which may have resulted in the access or acquisition of Edgepark's customers' information.

5. Rise notified Edgepark of the Data Incident (as defined below) and, in response, Edgepark sent notices of the Data Incident to involved individuals on or about February 3, 2023.

6. After Edgepark provided notice of the Data Incident, Plaintiff Roper filed a putative Class Action Complaint on March 23, 2023, in the United States District Court for the Northern District of Illinois.

7. On June 22, 2023, Plaintiff Tiffany Roper as well as Plaintiff Heidi Emmerling filed an Amended Class Action Complaint, asserting claims for negligence, unjust enrichment, intrusion upon seclusion, and (for Plaintiff Roper) violation of the South Carolina Data Breach Notification Act ("SCDBNA"), S.C. Code § 39-1-90(B).

8. Rise moved to dismiss each of these claims. The Court dismissed Plaintiffs' unjust enrichment claim with prejudice and the claims for negligence, intrusion upon seclusion and violation of the SCDBNA (as to S.C. Code § 39-1-90(A)) were dismissed without prejudice. Plaintiff Roper's SCDBNA claim under S.C. Code § 39-1-90(B) was sustained.

9. On November 11, 2023, Plaintiffs filed their Second Amended Class Action Complaint, asserting claims for negligence, invasion of privacy for public disclosure of private facts, and violation of the SCDBNA under S.C. Code Sect. 39-1-90(B).

10. Rise moved to dismiss each of these claims and on April 10, 2024, the Court dismissed Plaintiffs' claim for invasion of privacy for public disclosure of private facts. Plaintiffs' claims for negligence and Plaintiff Roper's SCDBNA claim were sustained.

11. On April 22, 2024, Plaintiffs filed their Third Amended Class Action Complaint, asserting claims against Rise for negligence and violation of the SCDBNA.

12. Thereafter, the Parties jointly requested, and the Court approved, extensions of deadlines for the Parties to explore the possibility of settling the Plaintiffs' claims on a class-wide basis. On July 22, 2024, the Parties participated in a mediation facilitated by an experienced JAMS mediator, Bruce A. Friedman, Esq. After a full day of negotiations, the Parties agreed to settle this matter in principle, and later finalized the terms in this Settlement Agreement and the attached exhibits.

13. Pursuant to the terms set out below, this Settlement Agreement provides for the full and final resolution, discharge, and settlement of all claims, causes of action asserted, or that could have been asserted, against Rise and the Released Persons (as defined below) arising out of or relating to the Data Incident by and on behalf of Representative Plaintiffs and Settlement Class Members (as defined below) and any other such actions by and on behalf of any other persons in the United States relating to the Data Incident. The settlement contemplated by this Settlement agreement is subject to preliminary and final approval by the Court.

## **II. REPRESENTATIVE PLAINTIFFS' CLAIMS AND BENEFITS OF SETTling**

Representative Plaintiffs believe that the claims asserted in the Litigation (as defined below), as set forth in the Third Amended Class Action Complaint, have merit. Representative Plaintiffs, and their counsel who are proposed Class Counsel ("Proposed Class Counsel"), recognize and acknowledge, however, the expense and length of continued proceedings necessary

to prosecute the Litigation against Rise through additional motion practice, trial, and potential appeals. They have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties inherent in such litigation. Proposed Class Counsel are experienced in class action litigation and are knowledgeable regarding the relevant claims, remedies, and issues generally in such litigation and in the privacy issues specific to this litigation. They have determined that the settlement set forth in this Settlement Agreement, which provides compensation for those individuals who are alleged to have suffered the consequences of the Data Incident, is fair, reasonable, and adequate, and in the best interests of Representative Plaintiffs and the Settlement Class.

### **III. DENIAL OF WRONGDOING AND LIABILITY**

Rise denies all of the material contentions and claims alleged against it in the Litigation, and all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Rise specifically denies that Representative Plaintiffs and the Settlement Class Members are entitled to any relief from Rise. Rise further asserts that neither the Representative Plaintiff nor the Settlement Class Members have suffered harm and that the complications of managing a potential trial in this matter among other reasons would preclude class certification in the absence of settlement. Nonetheless, without making any admission of wrongdoing whatsoever, Rise has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Rise has also considered the uncertainty and risks inherent in any litigation. Rise has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

#### IV. SETTLEMENT TERMS

**NOW, THEREFORE**, in consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, it is hereby agreed by and among Representative Plaintiffs, individually and on behalf of the Settlement Class Members, and Rise, that subject to the approval of the Court, the Litigation be forever resolved, settled, compromised, and dismissed with prejudice on the following terms and conditions.

##### 1. Definitions

As used in this Settlement Agreement, the following terms have the meanings specified below:

- 1.1. “Agreement” or “Settlement Agreement” means this agreement.
- 1.2. “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process.
- 1.3. “CAFA Notice” means a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. §1711, et seq. (“CAFA”), to be served upon the appropriate state official in each state where a Settlement Class Member resides and the appropriate federal official. Costs for preparation and issuance of the CAFA Notice will be paid from the Settlement Fund.
- 1.4. “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.
- 1.5. “Claims Administrator” means Analytics, LLC, a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation, subject to approval by the Court.
- 1.6. “Claims Deadline” means the postmark deadline for valid claims pursuant to ¶ 2.8.3, which shall be 90 days after the Class Notice Date.

1.7. “Claim Form” means the form that the Settlement Class Members must complete and submit on or before the Claims Deadline in order to be eligible for the benefits described herein. The Claim Form shall require a sworn signature or electronic verification under penalty of perjury but shall not require a notarization. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.8. “Class Notice Date” means thirty (30) days after entry by the Court of the Preliminary Approval Order.

1.9. “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration, including the costs of Notice and the CAFA Notice.

1.10. “Court” means the United States District Court for the Northern District of Illinois.

1.11. “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.12. “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.12 and ¶ 9.1 herein have occurred and been met.

1.13. “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); 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, or the Judgment has been affirmed 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 attorney’s 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.

1.14. “Judgment” means a Final Approval Order and Judgment rendered by the Court and in a form substantially similar to the one attached hereto as **Exhibit D**.

1.15. “Litigation” means *Tiffany Roper and Heidi Emmerling v. Rise Interactive Media & Analytics, LLC*, Case No. 1:12-cv-01836, pending in the United States District Court for the Northern District of Illinois.

1.16. “Notice” means the written notice to be sent to or made available to the Settlement Class Members pursuant to the Preliminary Approval Order, including the Short Form Notice and the Long Form Notice.

1.17. “Notice Program” means the Claim notice program as explained in ¶ 3.2 herein.

1.18. “Objection Date” means the date by which objections to the settlement from Settlement Class Members must be filed with the Clerk of Court in order to be effective and timely and shall be sixty (60) days from the Class Notice Date.

1.19. “Opt-Out Date” means the date by which requests for exclusion from settlement must be postmarked in order to be effective and timely and shall be sixty (60) days after the Class Notice Date.

1.20. “Preliminary Approval Order” means the proposed order preliminarily approving the settlement and directing mailed (and, where possible, emailed) notice to the Settlement Class of the pendency of the Litigation and of the settlement. The Preliminary Approval Order template is attached as **C** to this Settlement Agreement.

1.21. “Plaintiffs’ Counsel” and “Proposed Class Counsel” means Carl V. Malmstrom of Wolf Haldenstein Adler Freeman & Herz LLC.

1.22. “Related Entities” means Rise’s and Edgepark’s past or present parent companies, subsidiaries, divisions, related or affiliated individuals and entities, divisions, successors,

predecessors (including companies they have acquired, purchased or absorbed), subcontractors, assigns and joint ventures, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnities, insurers, and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them, other than any individual who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

1.23. “Released Claims” shall collectively mean any and all injuries, losses, damages, costs, expenses, compensation, claims, suits, rights, rights of set-off and recoupment, demands, actions, obligations, causes of action, and liabilities of any and every kind, nature, type, description, or character, whether known or unknown, contingent or vested, in law or in equity, based on direct or vicarious liability, and regardless of legal theory, of Representative Plaintiff or any Settlement Class Member that were or could have been asserted (whether individually or on a class-wide basis) based on, relating to, concerning or arising out of the Data Incident, alleged theft or misuse of Edgepark’s customers’ or other individuals’ PII, or the allegations, facts, or circumstances related to the Data Incident as described in the Litigation including, without limitation, any causes of action for or under: state consumer protection statutes, including that of New York; the California Customer Records Act; the CCPA; the California Unfair Competition Law; the California Consumer Legal Remedies Act; the Confidentiality of Medical Information Act; the New York General Business Law; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy;



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; any federal, state or local statutory or regulatory claims, including but not limited to, the consumer protection laws and unfair and deceptive trade practice laws or other common laws or statutes of all fifty (50) states, U.S. territories, and the United States; and further including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorney's fees and litigation costs, expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by Representative Plaintiff or any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident, alleged theft or misuse of Edgepark's customers' or other individuals' PII or the allegations, facts, or circumstances related to the Data Incident. Released Claims shall include Unknown Claims as defined in ¶ 1.31. Released Claims shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class. The Released Claims shall be accorded the broadest preclusive scope and effect permitted by law against the Settlement Class Members and this definition of Released Claim is a material term of this Settlement Agreement.

1.24. "Released Persons" means Rise, the Related Entities, Edgepark, and each of their past or present parent companies, subsidiaries, divisions, related or affiliated individuals and entities, divisions, successors, predecessors (including companies they have acquired, purchased or absorbed), subcontractors, assigns and joint venturers, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders,

members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnities, insurers, and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them.

1.25. “Representative Plaintiffs” means Plaintiffs Tiffany Roper and Heidi Emmerling.

1.26. “Data Incident” means the data incident that Edgepark announced on or around February 3, 2023 and during which the threat actor may have accessed Rise’s systems containing data pertaining to Edgepark’s customer’s, which may have included customer names, email addresses, phone numbers, provider information, diagnoses, expected delivery dates, and health insurance information.

1.27. “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.28. “Settlement Class” means all individual U.S. residents to whom Edgepark sent notice of the Data Incident. Excluded from the Settlement Class are: (1) the Judge and Magistrate Judge presiding over the Lawsuit, any members of the Judges’ respective staffs, and immediate members of the Judges’ respective families; (2) officers, directors, members and shareholders of Defendant; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Incident or who pleads nolo contendere to any such charge. Defendant represents that the Settlement Class contains approximately 54,509 individuals.

1.29. “Settlement Class Member(s)” means an individual (or individuals) who falls within the definition of the Settlement Class.

1.30. “Settling Parties” means, collectively, Rise and Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.31. “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including any Representative Plaintiff, does not know or suspect to exist as of the date of the entry of the Preliminary Approval Order that, if known by any of them, might have affected their settlement with, and release of, the Released Persons, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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.

Settlement Class Members, including Representative Plaintiffs, and any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.32. “United States” as used in this Settlement Agreement includes the states, District of Columbia, and all territories of the United States of America.

## **2. Settlement Benefits**

2.1. Settlement Fund. Defendant agrees to make, or cause to be made, a payment of four hundred and twenty-seven thousand five hundred dollars and zero cents (\$427,500.00) and deposit that payment into the Escrow Account as follows: (i) Defendant shall pay, or cause to be paid, one hundred thousand dollars (\$100,000.00) into the Escrow Account within fourteen (14) days after the later of (a) the Court’s entry of the Preliminary Approval Order to pay for the Administration Fees, and (b) the receipt of a W-9 from the Settlement Administrator, along with wire instructions and independent verbal confirmation of the payment details; (ii) Defendant shall pay, or cause to be paid, three hundred and twenty-seven thousand five hundred dollars (\$327,500.00) into the Escrow Account within twenty-one (21) days after the later of (a) the Final Approval Date, and (b) the receipt of a W-9 from the Settlement Administrator, along with wire instructions and independent verbal confirmation of the payment details. For the avoidance of doubt, and for

purposes of this Settlement Agreement only, Defendant's liability shall not exceed four hundred and twenty-seven thousand five hundred dollars and zero cents (\$427,500.00) inclusive of the costs associated with the CAFA Notice also deducted from the Settlement Fund. As set forth below, the Settlement Fund will be used to pay for: (1) the reimbursement for Ordinary-Out-of-Pocket Losses; (2) Residual Cash Payments; (3) Costs of Claims Administration; (4) service award payments approved by the Court; and (5) attorneys fees and expenses awarded by the Court. The Settlement Fund is non-reversionary and if Final Approval is granted and the Effective date is reached, then at no point shall the Settlement Fund revert to Defendant.

2.2. Pro Rata Decrease of Claims for Ordinary Out-of-Pocket Losses. If the aggregate amount of approved Claims for Ordinary Out-of-Pocket Losses exceeds the remaining amount of the Settlement Fund after payment for costs of notice and administration, service award payments approved by the Court, and attorney's fees and expenses awarded by the Court, approved Claims for Ordinary Out-of-Pocket Losses will be decreased *pro rata* to consume the remaining amount of the Settlement Fund.

2.3. Pro Rata Increase or Decrease of Claims for Residual Cash Payments. Claims for Residual Cash Payments will be increased *pro rata* or decreased *pro rata* to consume the remaining amount of the Settlement Fund after payment for approved Claims for Ordinary Out of Pocket Losses, notice and administration costs, service award payment approved by the Court, and attorney's fees and expenses awarded by the Court.

2.4. Reimbursement for "Ordinary" Out-of-Pocket Losses. All Settlement Class members may submit a claim for Ordinary-Out of Pocket Losses up to two hundred and fifty dollars and zero cents \$250.00 per individual. The Settlement Fund will be used to pay valid and timely submitted claims for each of the following categories.

2.4.1. “Ordinary Out-of-Pocket Losses” are unreimbursed costs, losses, or expenditures incurred by a Class member in responding to notice of the Data Incident that were incurred between November 14, 2022 and the Notice Date. Ordinary Out-of-Pocket Losses may include, without limitation, the following: (1) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency; (2) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigating costs.

2.4.2. Settlement Class Members who elect to submit a claim for reimbursement of Ordinary Out-of-Pocket Losses must provide to the Claims Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member’s name and current address; (2) documentation supporting the unreimbursed cost, loss, or expenditure; and (3) a brief description of the documentation describing the nature of the cost, loss, or expenditure, if the nature of the cost, loss, or expenditure is not apparent from the documentation alone. Documentation supporting Ordinary Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred. “Self-prepared” documents, such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

2.5. Settlement Class Members seeking out-of-pocket expense reimbursement must complete and submit either a hard copy or online Claim Form to the Claims Administrator, postmarked or electronically submitted on or before the Claims Deadline. The Claim Form must be verified.

2.6. Residual Cash Payment. In addition to making Claims for Ordinary Out-of-Pocket Losses, Settlement Class Members may elect to receive a *pro rata* cash payment of the residual

funds. The amount of the payment will be calculated by dividing the funds remaining in the Settlement Fund after payment of Claims for Ordinary Out-of-Pocket Losses, notice and administration costs, service award payment approved by the Court, and attorney's fees and expenses awarded by the Court by the number of Residual Cash Payment claimants. If any funds remain in the Settlement Fund after payment of Claims for Ordinary Out-of-Pocket Losses, notice and administration costs, service award payments approved by the Court, attorney's fees and expenses awarded by the Court, and payment of Claims for Residual Cash Payments, such funds will be disbursed to a *cy pres* recipient to be agreed upon by the parties and approved by the Court or if they cannot agree, selected by the Court.

2.7. The Claim Form.

2.7.1. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required. The Settlement Class Member must reasonably attest that the out-of-pocket expenses and charges claimed were both actually incurred and plausibly arose from the Data Incident. Failure to provide supporting attestation and documentation as requested on the Claim Form and required under ¶¶ 2.3 or 2.4 shall result in denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 29.

2.7.2. To be valid, claims must be complete and submitted to the Claims Administrator on or before the Claims Deadline.

2.7.3. 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 this Settlement Agreement.

2.7.4. Settlement Class Members who submit a Claim Form must designate the method for payment of their claim on the Claim Form, which will include the receipt of payment via check by mail, or via PayPal, Zelle, Venmo, or such other electronic payment platform deemed efficient and appropriate by the Claims Administrator. Claim Forms failing to clearly make a single designation will receive a check by mail to the last known address on file with the Claims Administrator. If an electronic payment platform returns a payment to the Claims Administrator. In the event an electronic payment platform returns a payment to the Claims Administrator, no later than fourteen (14) days after being notified of the return of such payment, the Claims Administrator will mail a check to the Settlement Class member's last known address on file with the Claims Administrator.

2.8. Dispute Resolution for Claims.

2.8.1. The Claims Administrator will determine whether: (1) the claimant is a Settlement Class Member based on information to be provided to the Claims Administrator by Defendant's counsel; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to support the claimant's class membership and the expenses described in ¶¶ 2.3 and 2.4; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed unreimbursed cost, loss, or expenditure as a result of the Data Incident (collectively, "Facially Valid"). The Claims Administrator may, at any time, request from the claimant, in writing, additional information ("Claim Supplementation") as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed unreimbursed costs, losses, or expenditures, available



insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

2.8.2. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty (30) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the 30-day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than six months from the Effective Date. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.8.3. Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator shall reject the claim without any further action.

2.8.4. Settlement Class Members shall have thirty (30) days from receipt of the offer to reject any offer of partial payment received from the Claims Administrator, the Claims

Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final determination.

2.8.5. Within thirty (30) days of the Claims Deadline, the Claims Administrator shall provide the Settling Parties' counsel with a summary of Facially Valid Claims, stating the types of claims, the total approved claim amounts by claim type, and a description of the support provided for claims for reimbursement for Ordinary Out-of-Pocket Losses. Within fifteen (15) days after receiving such summary, one or more of the Settling Parties may object to any claim and instruct the Claims Administrator to withhold approval of said Facially Valid Claim so that the objecting party may seek review of said claim by a third-party Settlement Referee agreed upon by the Parties or appointed by the Court if no such agreement is reached and paid for by the objecting party.

2.9. Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

2.10. Confidentiality of Information Submitted by Settlement Class Members.

Information submitted by Settlement Class Members pursuant to this Settlement Agreement shall be deemed confidential and protected as such by Rise and the Claims Administrator

**3. Order of Preliminary Approval and Publishing Notice of Final Fairness Hearing**

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall submit this Settlement Agreement to the Court as part of an unopposed motion for preliminary approval of the Settlement Agreement. The motion for preliminary approval shall request entry of a Preliminary Approval Order in the form attached hereto as **Exhibit C** or an order substantially similar, requesting, *inter alia*: The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

3.1.1. The Notice Program. Within 7 days of an order directing class notice, Defendant will provide to the Claims Administrator a class list that includes Settlement Class Members' full names and last known addresses and/or email addresses as reflected in Rise's records. Notice shall be provided to Settlement Class Members in accordance with the Notice Program set forth below at ¶¶ 3.2.1 – 3.2.4. The Notice Program shall be subject to approval by the Court as meeting constitutional due process requirements. Prior to the Final Fairness Hearing, Proposed Class Counsel and/or the Claims Administrator shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with the Notice Program.

3.1.2. *Short Form Notice.* On or before the Class Notice Date, the Claims Administrator shall email the Short Form Notice, substantially in the form of **Exhibit B** hereto, to all Settlement Class Members for whom an email address is known by Defendant. The Claims Administrator shall mail a copy of the Short Form Notice via United States Postal Services ("USPS") first class

mail to all remaining Settlement Class Members for whom Rise can ascertain a mailing address from its records with reasonable effort but for whom it does not have an email address. For Settlement Class Members for whom Rise is not able to ascertain a mailing address from its records with reasonable effort, the Claims Administrator shall use reasonable efforts to identify a mailing address and mail a copy of the Short Form to such address. For any Short Form Notices that are returned undeliverable, the Claims Administrator shall use reasonable efforts to identify updated mailing addresses and resend the Short Form Notice to the extent updated addresses are identified. The Claims Administrator need make only one attempt to resend any Short Form Notices that are returned as undeliverable. The Claims Administrator shall email a copy of the Short Form Notice to all Settlement Class Members for whom Rise can ascertain an email address from its records with reasonable effort.

3.1.3. *Long Form Notice.* On or before the Class Notice Date, the Claims Administrator shall post the Long Form Notice on the settlement website in the form agreed to by the Parties and approved by the Court.

3.1.4. *Settlement Website.* As soon as practicable following entry of the Preliminary Approval Order, but prior to the Class Notice Date, the Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the Claims Period, and shall post on the website the Long Form Notice and Claim Form approved by the Court, as well as this Settlement Agreement, the Motion for Final Approval of Class Action Settlement, the Motion for Attorney's Fees and Expenses and Service Award, the Preliminary Approval Order, and the Final Approval Order and Judgment. The URL of the settlement website shall be agreed upon by Class Counsel and Defendant. The settlement website shall remain

operational until at least five (5) business days after the last payment or credit under this settlement is terminated.

3.1.5. *Toll-Free Help Line.* From the Class Notice Date and thereafter until at least five (5) Business Days after the last payment under this settlement is made or the settlement is terminated, the Claims Administrator shall establish and maintain a toll-free help line for Settlement Class Members to call with settlement-related inquiries, with the option to leave a message and request a call back, with such calls being returned within three (3) business days, and answering the questions of Settlement Class Members, to the extent possible, who call with or otherwise communicate such inquiries. The Claims Administrator also will provide copies of the forms of the Long Form Notice and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.

3.2. The Long Form Notice, Short Form Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties as may be reasonable and not inconsistent with such approval.

3.3. Within ten (10) days of the filing of the Motion for Preliminary Approval, the Claims Administrator shall provide the CAFA Notice as required by 28 U.S.C. § 1715(b). The cost of the CAFA Notice shall be paid from the Settlement Fund.

3.4. The Notice Program shall commence by the Class Notice Date and shall be completed within sixty (60) days after entry of the Preliminary Approval Order.

3.5. Proposed Class Counsel shall request that after notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval of the settlement set forth herein.

#### **4. Opt-Out Procedures**

4.1. Each individual wishing to exclude themselves from the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Individuals wishing to opt out of the Settlement Class will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest an individual's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked by the Opt-Out Date. All opt-out requests sent to anyone other than the Claims Administrator, including requests previously sent to Proposed Class Counsel and/or Rises' counsel, are ineffectual and shall be deemed null and void.

4.2. All individuals who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All individuals falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3. Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and Rise's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List"). No later than 10 days prior to the Final Fairness Hearing, Class Counsel shall file this Opt-Out List with the Court for purposes of being attached to the Judgment to be entered upon final approval.

## **5. Objection Procedures**

5.1. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall

state: (i) the name or caption of this Litigation; (ii) the objector's full name, address, telephone number, and e-mail address (if any); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a statement identifying all class action settlements objected to by the objector in the previous 5 years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, if any. To be timely, written notice of an objection in the appropriate form must be: (a) electronically filed by the Objection Date; or (b) mailed first-class postage prepaid to the Clerk of Court for the United States District Court for the Northern District of Illinois and postmarked by no later than the Objection Date. Objections must also be served concurrently with their filing or mailing upon Proposed Class Counsel and counsel for Rise either via the Court's electronic filing system (if filed electronically) or via U.S. mail (if mailed to the Clerk of Court) at the addresses set forth below for Proposed Class Counsel and Rise counsel in the signature blocks at the end of this Agreement.

5.2. Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to 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 Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this

Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

5.3. The Parties will have the same right to seek discovery from any objecting Settlement Class Member as they would if the objector was a party in the Litigation, including the right to take the objector's deposition. Such discovery will be conducted on an expedited basis, and the objecting Settlement Class Member is required to respond to any written discovery within fourteen (14) days and must appear for deposition within fourteen (14) days after a deposition is noticed.

## **6. Release**

6.1. Upon the Effective Date, each Settlement Class Member, including Representative Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged Rise, the Related Entities and the Released Persons from all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiffs, shall, either directly, indirectly, representatively, on their own behalf or on behalf of any class or other person or entity, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action, regulatory action, arbitration, or court or other proceeding in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim is asserted.

## **7. Proposed Class Counsel's Attorney's Fees and Expenses; Service Award to Representative Plaintiff**

7.1. The Settling Parties did not discuss the payment of attorney's fees and litigation expenses and/or a service award to Representative Plaintiff, as provided for in ¶¶ 7.2 and 7.3, until



after the substantive terms of the settlement had been agreed upon, other than that the Settlement Fund would be used to pay reasonable attorney's fees and litigation expenses and a service award to Representative Plaintiff as may be agreed to by Rise and Proposed Class Counsel and/or as ordered by the Court, or, in the event of no agreement, then as ordered by the Court. Rise and Proposed Class Counsel have agreed to the following:

7.1.1. Rise takes no position on an application by Representative Plaintiffs' counsel for any award of attorney's fees not to exceed 33.33% of the Settlement Fund after costs of Claims Administration as well as reasonable litigation costs and expenses, subject to Court approval. The Claims Administrator shall, from the Settlement Fund, pay any attorney's fee and expenses award approved by the Court.

7.1.2. Rise takes no position on an application by Representative Plaintiffs for two service awards not to exceed five thousand dollars and zero cents (\$5,000.00) each. The Claims Administrator shall, from the Settlement Fund, pay any service award approved by the Court.

7.2. Claims Administrator shall, from the Settlement Fund, pay the Court-approved amount of attorney's fees and expenses to Proposed Class Counsel and the Court-approved service award to Representative Plaintiff within seven (7) days after the Effective Date. Proposed Class Counsel shall provide payment instructions and completed W-9 Forms prior to the deadline for these payments and the Claims Administrator shall issue IRS Forms 1099-MISC to Representative Plaintiffs solely for the amount awarded by the Court for the Representative Plaintiffs' service awards. Neither Class Counsel nor counsel for Rise intend anything contained herein to constitute legal advice concerning the tax consequences of any amount paid hereunder nor shall it be relied on as such.

7.3. If this Settlement Agreement is terminated or otherwise does not become Final (e.g., disapproval by the Court or any appellate court), Rise shall have no obligation to pay attorney's fees and litigation costs or expenses or a service award and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

7.4. The amount(s) of any award of attorney's fees and expenses and the service award 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, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorney's fees and expenses and/or any service award ordered by the Court to Proposed Class Counsel or Representative Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

## **8. Administration of Claims**

8.1. The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. Proposed Class Counsel and Rise's counsel shall be given weekly reports as to both claims and distribution and have the right to review and obtain supporting documentation and challenge any such claim if they believe it to be inaccurate or inadequate. The Claims Administrator's final determination of the validity or invalidity of any claims shall be binding, subject to the dispute resolution process set forth in ¶ 2.10.

8.2. Payments for approved claims shall be sent to the claimants within sixty (60) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. No approved claims shall be paid until after the Effective Date. If this Settlement

Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court) prior to the payment of approved claims, Rise shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration that were already incurred.

8.3. All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4. No individual shall have any claim against the Claims Administrator, Rise, Related Entities, Released Persons, Proposed Class Counsel, Plaintiffs, and/or Rise's counsel based on distribution of benefits to Settlement Class Members.

8.5. The Parties, Related Entities, Released Persons, Proposed Class Counsel, and Rise's counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Claims Administrator, or any of its respective designees or agents, in connection with the Claims Administration or otherwise; or (ii) the determination, rejection, administration, calculation or payment of any Claims.

## **9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

9.1. The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Preliminary Approval Order, as required by ¶ 3.1;
- b) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- c) the Judgment has become Final, as defined in ¶ 1.12.

9.2. If all of the conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.3 unless Proposed Class Counsel and Rise's counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3. In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation as if the 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) and shall jointly request that all scheduled litigation deadlines, including the deadline for fact discovery, be reasonably extended by the Court so as to avoid prejudice to any Settling Party, and (b) the terms and provisions of the Settlement Agreement shall be void and have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, including but not limited to ¶ 9.4, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorney's fees and litigation costs or expenses and/or the service award shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Rise shall be obligated to pay amounts already billed or incurred for costs of Notice and Claims Administration and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

9.4. This Settlement Agreement may be terminated and/or cancelled by any of the Parties if (i) the Court rejects, materially modifies, materially amends, or changes, or declines to

preliminarily approve or finally approve the Settlement Agreement apart from the award of attorney's fees and expenses; (ii) an appellate court reverses the Preliminary Approval Order and/or Judgment, and the Settlement Agreement is not reinstated and finally approved without material change by the Court on remand; or (iii) the Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the Preliminary Approval Order, the proposed Judgment, the Judgment, or the Settlement Agreement, other than the amount of attorney's fees and expenses.

#### **10. Non-Disparagement**

10.1. Representative Plaintiffs and any persons acting on their behalf shall not make, publish, or state, or cause to be made, published, or stated, any knowingly false, misleading, defamatory or disparaging statement, writing or communication pertaining to Rise, Edgepark or their directors, officers, and employees, and/or affiliates, and Related Entities.

#### **11. Miscellaneous Provisions**

11.1. The Settling Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement; (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement; (iii) and agree to exercise their commercially reasonable best efforts to accomplish the terms and conditions of this Settlement Agreement.

11.2. The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. 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 agree that the settlement was negotiated in good faith

by the Settling Parties, that it reflects a settlement that was reached voluntarily after consultation with competent legal counsel, and that for the purpose of construing or interpreting this Agreement, the Settling Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Litigation, except as set forth herein.

11.3. Neither the Settlement Agreement, nor the settlement terms contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. If this Agreement does not become effective or is cancelled, withdrawn, or terminated for any reason, the Agreement along with all related communications and documents exchanged in connection with the Agreement and mediation between the Parties shall be deemed a negotiation for settlement purposes only under Federal Rule of Procedure 408 and will not be admissible in evidence or usable for any purposes whatsoever in the Litigation or any proceedings between the Parties or in any other action related to the Released Claims or otherwise involving the Parties or any Released Person. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order 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.

11.4. The terms of this Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest and approved by the Court; provided, however, that after enter of the Preliminary Approval order, the Parties may by written agreement, effect such amendments or modifications 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.

11.5. The Settlement Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the Parties hereto, and no representations, warranties or inducements have been made to any Party concerning the Settlement Agreement other than the representations, warranties and covenants contained and memorialized in such document. Except as otherwise provided herein, each party shall bear its own costs. This agreement supersedes all previous agreements made between Plaintiff and Rise.

11.6. Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

11.7. The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the release contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon her or its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

11.8. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this Agreement shall refer to calendar days unless otherwise specified.

11.9. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties, through their respective counsel, shall consult with each other in good faith prior to seeking Court intervention.

11.10. Each counsel or other individual executing the Settlement Agreement on behalf of any Party hereto hereby warrants that such individual has the full authority to do so.

11.11. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

11.12. The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and Released Persons.

11.13. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the



Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

11.14. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the state of Illinois, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the state of Illinois.

11.15. The Final Fairness Hearing shall be scheduled no earlier than: (i) 100 days after the notices are made in order to comply with the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(d); or (ii) 14 days after the Claims Deadline, whichever is later.

11.16. As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

11.17. All dollar amounts are in United States dollars (USD).

11.18. Cashing a settlement check (whether paper or electronic) is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks and electronic payments shall be void sixty (60) days after issuance and the checks or emails containing the links to the electronic payments shall bear the language: “This check[/payment] must be cashed[/accepted] within 60 days, after which time it is void.” If a check or electronic payment becomes void, the Settlement Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and the funds shall be disbursed to a *cy pres* recipient to be agreed upon by the parties and approved by the Court or, if they cannot agree, selected by the Court. The same provisions shall apply to any re-issued

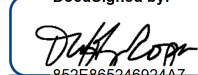
check or electronic payment. For any checks or electronic payments that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks or electronic payments become void.

11.19. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

**AGREED TO BY:**

**TIFFANY ROPER**

DocuSigned by:  
  
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Date: 10/17/2024

**RISE INTERACTIVE MEDIA & ANALYTICS, LLC**

DocuSigned by:  
  
64D126077EC7467...

Signature  
By: Jason Pauls

10/17/2024

**HEIDI EMMERLING**

DocuSigned by:  
  
28E93E6F83E94EB...

Date: 10/17/2024

**Approved as to form:**

By: 

Carl V. Malmstrom  
**WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLC**  
111 W. Jackson Blvd., Ste. 1700  
Chicago, IL 60604  
malmstrom@whafh.com

*Attorney for Plaintiffs*

10/17/2024

Date: \_\_\_\_\_

DocuSigned by:

By: Timothy J. Lowe

Timothy J. Lowe  
7011ACTB8602E495...

**MCDONALD HOPKINS LLC**  
39533 Woodward Ave Suite 318  
Bloomfield Hills, Michigan 48304  
Tel: (216) 348-5400  
Email: [tlowe@mcdonaldhopkins.com](mailto:tlowe@mcdonaldhopkins.com)

*Attorneys for Defendant*

# **Exhibit A**

Your Claim must be submitted online or postmarked by: **MONTH DD, 2025**

**RISE INTERACTIVE SETTLEMENT CLAIM FORM**

*Roper et al. v. Rise Interactive Media & Analytics, LLC.,*  
Case No. 1:23-cv-1836  
United States District Court for the Northern District of Illinois

**RISE-A**

**USE THIS FORM**  
**ONLY IF YOU ARE A SETTLEMENT CLASS MEMBER**

**GENERAL INSTRUCTIONS**

If you received notice of this settlement, the Settlement Administrator has identified you as a Settlement Class Member whose personal data was potentially impacted as a result of the Data Incident experienced by Rise Interactive Media & Analytics in 2023 (“Data Incident”).

The easiest way to submit a Claim Form is online at [www.XXXX.com](http://www.XXXX.com), or you can complete and mail this Claim Form to the mailing address below.

*Settlement Administrator*  
**Admin mailing address**

**To receive any of these benefits, you must submit the Claim Form below by <<DATE>>.**

**You may submit a Claim for the following benefits:**

- 1) **Reimbursement for Out-of-Pocket Losses:** You may submit a Claim for reimbursement for certain documented out-of-pocket expenses, not to exceed \$250, that were incurred as a result of the Data Incident. You must attest that the documented out-of-pocket losses were demonstrably incurred, more likely than not, as a result of the Data Incident and not incurred due to some other event or reason.
- 2) **Pro-Rata Cash Payment:** You may submit a Claim for an estimated cash payment of \$50. The Settlement Administrator will make *pro rata* settlement payments, which may increase or decrease the \$50 cash payment, subject to the total amount of the Net Settlement Fund. Settlement Class Members who select this cash payment may combine this benefit with a valid Claim for Reimbursement for Out-of-Pocket Losses.

Please read this Claim Form carefully and answer all questions. Failure to provide the required information could result in a denial of your Claim.

Please note: the Settlement Administrator may contact you to request additional documentation to process your Claim. For more information and complete instructions, please visit [**Settlement website**].

**Settlement benefits will be distributed only after the settlement is approved by the Court.**

**I. CLASS MEMBER NAME AND CONTACT INFORMATION**

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

Your Claim must be submitted online or postmarked by: **MONTH DD, 2025**

**RISE INTERACTIVE SETTLEMENT CLAIM FORM**

RISE-A

*Roper et al. v. Rise Interactive Media & Analytics, LLC.,*  
 Case No. 1:23-cv-1836  
 United States District Court for the Northern District of Illinois

First Name

Last Name

Street Address

City

State

Zip Code

Email Address (optional)

Telephone Number

**II. PROOF OF CLASS MEMBERSHIP**

Check this box to certify that you were notified of the Data Incident and/or settlement.

Enter the Class Member ID provided on your Postcard Notice. Your Class Member ID is located on the front of the postcard notice that was sent to Settlement Class Members via first-class mail. If you lost or do not know your Class Member ID, you may contact the Settlement Administrator at 1-XXX-XXX-XXXX.

Class Member ID

**III. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES**

All Settlement Class Members may submit a Claim for reimbursement of the following documented out-of-pocket expenses, not to exceed \$250 per Settlement Class Member, that were incurred result of the Data Incident:

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss
<input type="radio"/> Out-of-pocket expenses incurred as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel.	<input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

Questions? Go to [URL](#) or call 1-XXX-XXX-XXXX.



Your Claim must be submitted online or postmarked by: **MONTH DD, 2025**

**RISE INTERACTIVE SETTLEMENT CLAIM FORM**

*Roper et al. v. Rise Interactive Media & Analytics, LLC.,*  
*Case No. 1:23-cv-1836*  
United States District Court for the Northern District of Illinois

**RISE-A**

**V. PAYMENT SELECTION**

If you would like to elect to receive your settlement payment through electronic transfer, please visit the Settlement Website and file your Claim online. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

**VI. MEDICARE BENEFICIARY**

Were you a Medicare beneficiary during the time period of April 27, 2023 to the present? (check one)

Yes       No

If you are a Medicare beneficiary receiving more than \$750 under this settlement, the Settlement Administrator may need to contact you for additional information related to Medicare reporting requirements.

**VII. ATTESTATION & SIGNATURE**

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



# **Exhibit B**

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

**If Rise Interactive Media & Analytics, LLC (“Rise”) Notified You of a Data Incident, You May Be Eligible For Benefits From A Class Action Settlement.**

*This is not a solicitation from a lawyer, junk mail, or an advertisement. A Court authorized this Notice.*

- A proposed Settlement has been reached in a class action lawsuit known as *Roper et al. v. Rise Interactive Media & Analytics, LLC*, No. 1:23-cv-1836 (“Litigation”), filed in the United States District Court for the Northern District of Illinois.
- This Litigation arises out of a data security incident. Plaintiffs allege that an unauthorized third party accessed Rise’s IT network in 2023, resulting in the unauthorized third party’s potential access to personal information belonging to Plaintiffs and members of the Settlement Class (the “Data Incident”), including their name, email addresses, phone numbers, provider information, diagnoses, expected delivery dates and health insurance information (collectively, “Sensitive Personal Information” or “SPI”). Defendant disagrees with Plaintiff’s claims, disputes liability, and denies any wrongdoing.
- All Settlement Class Members can receive the following benefits from the Settlement: All Settlement Class Members are eligible to recover reimbursement for documented out-of-pocket losses up to \$250, as well as a pro rata cash payment estimated to be \$50.
  - Reimbursement for Out-of-Pocket Losses: Settlement Class Members may claim up to \$250 by submitting a valid and timely Claim Form and reasonable supporting documentation for ordinary losses demonstrably incurred, more likely than not, as a result of the Data Incident. Ordinary losses can arise from the following categories: (i) Out of pocket expenses incurred as a direct result of the Data Incident; or (ii) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between November 14, 2022, and the date of the close of the Claims Period.
  - Pro Rata Cash Compensation: Settlement Class Members may make a claim for a cash payment that is estimated to be approximately \$50, subject to *pro rata* (increase or decrease) of the Post-Loss Net Settlement Fund.
- Included in this Settlement, a Settlement Class Member includes:
  - All individuals notified that their SPI was potentially impacted in the Data Incident.
  - Excluded from the Settlement Class are Defendants’ officers and directors, as well as (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (ii) the judges assigned to the Litigation and to evaluate the fairness, reasonableness, and adequacy of this Settlement; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of perpetrating, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

<b>YOUR LEGAL RIGHTS &amp; OPTIONS IN THIS SETTLEMENT</b>	
<b>Submit a Claim Form</b>	<p><b>You must submit a valid Claim Form to get cash compensation or reimbursement from this Settlement.</b></p> <p>Claim Forms must be submitted online or mailed, postmarked no later than June 10, 2024.</p>
<b>Do Nothing</b>	<p>If you do nothing, you remain in the Settlement.</p> <p>You give up your rights to sue and you will not get any cash compensation or reimbursement as a Settlement Class Member.</p>
<b>Exclude Yourself</b>	<p><b>Get out of the Settlement. Get no money. Keep your rights.</b></p> <p>This is the only option that allows you to keep your right to sue about the claims in this Litigation. You will not get any money from the Settlement.</p> <p>Your Opt-Out Request must be postmarked no later than [MONTH XX], 2025.</p>
<b>File an Objection</b>	<p>Stay in the Settlement but tell the Court why you think the Settlement should not be approved.</p> <p>Objections must be postmarked no later than [MONTH XX], 2025.</p>
<b>Go to a Hearing</b>	<p>You can ask to speak in Court about the fairness of the Settlement, at your own expense. See Question 18 for more details.</p> <p>The Final Approval Hearing is scheduled for [MONTH XX], 2025 at [TIME].</p>

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## BASIC INFORMATION

### 1. How do I know if I am affected by the Litigation and Settlement?

You are a Settlement Class Member if you were notified by RGH Enterprises, Inc. d/b/a Edgepark Medical Supplies (“Edgepark”) or Rise that your Sensitive Personal Information was potentially impacted in the Data Incident.

The Settlement Class specifically excludes Defendant’s officers and directors, as well as (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (ii) the judges assigned to the Litigation and to evaluate the fairness, reasonableness, and adequacy of this Settlement; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of perpetrating, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

This Long-Form Notice explains the nature of the Litigation and claims being settled, your legal rights, and the benefits to the Settlement Class.

### 2. What is this case about?

This case is known as *Roper et al. v. Rise Interactive Media & Analytics, LLC.*, No. 1:23-cv-1836 (“Litigation”), filed in the United States District Court for the Northern District of Illinois (“Litigation”). The people who sued are called the “Plaintiffs” and the company they sued, Rise Interactive Media & Analytics, LLC is known as the “Defendant” in this case.

Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of anyone whose Sensitive Personal Information was potentially impacted as a result of the Data Incident.

This Litigation arises out of a Data Incident. Specifically, Plaintiffs allege that an unauthorized third party accessed Defendant’s IT network in November 2022, resulting in the unauthorized third party’s potential access to personal information belonging to Plaintiff and Settlement Class Members, including but not limited to their name, email addresses, phone numbers, provider information, diagnoses, expected delivery dates and health insurance information Defendants deny all claims asserted against it in the Litigation and deny all allegations of wrongdoing and liability.

Plaintiff and Defendants are collectively referred to herein as the “Parties.”

### 3. Why is there a Settlement?

By agreeing to settle, the Parties’ desire to settle the Litigation and all claims arising out of or related to the allegations or subject matter of the Third Amended Class Action Complaint and Litigation on the terms and conditions set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Litigation. The Class Representatives, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests for Settlement Class Members. The Court did not decide in favor of the Plaintiffs or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [www.XXXX.com](http://www.XXXX.com).

### 4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

### 5. How do I know if I am included in the Settlement?

You are included in the Settlement Class if you are an individual who was notified by Rise or Edgepark that your Sensitive Personal Information was potentially impacted in the Data Incident. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [www.XXXXX.com](http://www.XXXXX.com), call toll free (XXX) XXX-XXXX, or write to [insert address].

## THE SETTLEMENT BENEFITS

### 6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

- 1. Reimbursement for Out-of-Pocket Losses:** Settlement Class Members may submit a claim for up to \$250 reimbursement of out-of-pocket losses. To receive Reimbursement for Out-of-Pocket Losses, a participating Settlement Class Member must submit a valid and timely Claim Form electing to receive this benefit and providing reasonable supporting documentation for the losses demonstrably incurred, more likely than not, as a result of the Data Incident.

Out-of-Pocket Losses are unreimbursed losses and consequential expenses incurred as a direct result of the Data Incident, including, but not limited to, documented 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, gasoline for local travel, bank fees, and fees for credit reports, credit monitoring, or other identity theft insurance products purchased between November 14, 2022 and the date of the close of the Claims Period.

Out-of-Pocket Losses must not have been previously reimbursed or subject to reimbursement by insurance or a third party and must be reasonably described, supported by reasonable documentation, and supported by an attestation under penalty of perjury, which will be a part of the Claim Form.

- 2. Pro Rata Cash Compensation:** In addition to Reimbursement for Out-of-Pocket Losses, Settlement Class Members may submit a claim for a cash payment that is estimated to be approximately \$50, subject to pro rata increase or decrease depending on the number of approved claims.

Claims will be subject to review for completeness and plausibility by the Settlement Administrator.

### 7. How to submit a Claim Form

All Claim Forms will be reviewed by the Settlement Administrator for completeness and plausibility. You must file a Claim Form to get reimbursement and/or cash compensation from the Net Settlement Fund under the proposed Settlement. Claim Forms must be submitted online or postmarked no later than [DATE]. For more information, please visit [www.XXXX.com](http://www.XXXX.com) or you can call the Settlement Administrator at (XXX) XXX-XXXX for a Claim Form.

### 8. What am I giving up as part of the Settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Defendants, and each of their present and former parents, subsidiaries, divisions, departments, affiliates, employees, servants, members, providers, partners, principals, directors, shareholders, owners, predecessors, successors, assigns, and insurers, and each of the foregoing's former or present directors, trustees, officers, employees, representatives, agents, providers, consultants, advisors, attorneys, accountants, partners, vendors, insurers, reinsurers, and subrogees (collectively, the "Released Persons") regarding the claims in this case.

The Settlement Agreement, which includes all provisions about Released Class Claims, releases, and Released Persons, is available at [www.XXXX.com](http://www.XXXX.com).

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, and, if the Settlement is approved, you give up the right to sue for the claims in this case.

### 9. Will the Class Representative receive compensation?

Yes. If approved by the Court, the Class Representatives will each receive a Service Award of up to \$5,000, to recognize them for their efforts in the Litigation and on behalf of the Settlement Class. The Court will make the final decision as to the amount, if any, to be paid to the Class Representative.

**EXCLUDE YOURSELF**

## 10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must “Opt-Out” by sending a timely written Opt-Out Request, stating your full name, address, and telephone number. Your Opt-Out Request must (a) state your full name, address, and telephone number; (b) contain your personal and original signature (or the original signature of a person authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on your behalf with respect to a claim or right such as those in the Litigation); and (c) state unequivocally your intent to be excluded from the Settlement Class and from the Settlement.

Your written Opt-Out Request must be postmarked no later than **[date]** to:

**XXXX**  
c/o XXX Settlement Administration  
PO Box XXX  
XXX, XX XXXXX

Instructions on how to submit an Opt-Out Request are available at **www.XXXX.com** or from the Settlement Administrator by calling **(XXX) XXX-XXXX**.

If you exclude yourself you will not be able to receive any reimbursement or cash benefit from the Settlement, and you cannot object to the Settlement at the Final Approval Hearing. You will not be legally bound by anything that happens in the Litigation, and you will keep your right to sue Defendants on your own for the claims that this Settlement resolves.

## 11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Persons (listed in Question 8) for the claims this Settlement resolves.

## 12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any reimbursement or cash payment from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Persons (listed in Question 8) about the settled claims in this case at any time.

### THE LAWYERS REPRESENTING YOU

## 13. Do I have a lawyer in the case?

Yes. The Court has appointed Carl Malmstrom of Wolf Haldenstein Adler Freeman & Herz LLC (called “Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for this lawyer’s services. If you want to be represented by your own lawyer, you may hire one at your own expense.

## 14. How will the lawyers be paid?

Class Counsel will apply to the Court for reasonable attorneys’ fees not to exceed 33.33% of the net Settlement Fund excluding any administration costs. Class Counsel will also apply to the Court for reimbursement of all reasonable costs and expenses incurred in prosecuting the Litigation. A copy of Class Counsel’s Motion for Fee Awards, Costs and Expenses and Service Award for Class Representative will be posted on this Settlement Website, **www.XXXX.com**, before the Final Approval Hearing. The Court will make the final decisions as to the amounts to be paid to Class Counsel and may award less than the amount requested by Class Counsel.

**OBJECTING TO THE SETTLEMENT**

**15. How do I tell the Court that I do not like the Settlement?**

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must file an Objection with the Court and serve on Class Counsel and Defense Counsel by **[DATE]**, (the “Objection Deadline”) stating why you do not think the Settlement should be approved.

To be valid, each Objection must:

- (i) state the Settlement Class Member’s full name, current address, and telephone number;
- (ii) contain the Settlement Class Member’s original signature;
- (iii) state that the Settlement Class Member objects to the Settlement, in whole or in part;
- (iv) make a statement of the legal and factual basis for the Objection;
- (v) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position;
- (vi) provide a list of all persons who will be called to testify at the Final Approval Hearing in support of the Objection.

Objections should also provide the following information:

- (a) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last three (3) years; and
- (b) a list, by case number, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative. A Settlement Class Member may only object on their own behalf or on behalf of a person they are authorized by law to object for, such as a trustee, guardian, or person acting under a power of attorney with respect to a claim or right.

Your Objection must be filed with the Court, the United States District Court for the Southern District of Indiana, through the Court’s ECF system and include the case name and docket number, *Roper et al. v. Rise Interactive Media & Analytics, LLC*, No. 1:23-cv-1836, no later than **[DATE]**.

In addition, you must concurrently mail or hand deliver a copy of your objection to Class Counsel and Defense Counsel, postmarked no later than **[DATE]**:

<b>CLASS COUNSEL</b>	<b>DEFENDANTS’ COUNSEL</b>
Carl V. Malmstrom Wolf Haldenstein Adler Freeman & Herz LLC 111 W. Jackson Blvd., Suite 1700 Chicago, IL 60604	Timothy J. Lowe Jared Brown McDonald Hopkins PLC 39533 Woodward Ave., Ste. 318 Bloomfield Hills, MI 48304

If you do not submit your Objection with all requirements, or if your Objection is not received by **[DATE]**, you will be considered to have waived all objections and will not be entitled to speak at the Final Approval Hearing.

**16. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**THE FINAL APPROVAL HEARING**

**17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval Hearing on **[DATE]**, at **[TIME]**. ET in Courtroom 2119 of the United States District Court for the Northern District of Illinois, located at Dirksen U.S. Courthouse, 219 S. Dearborn St., Chicago, Illinois 60604.



The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check this website for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be Finally approved. If there are valid Objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider Class Counsel's request for attorneys' fees, costs, and expenses, and the request for a Service Award to the Class Representative.

### **18. Do I have to come to the hearing?**

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your Objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary. However, you must follow the requirements for making Objections in Question 15, including the requirements for making appearances at the hearing.

### **19. May I speak at the hearing?**

Yes. You can speak at the Final Approval Hearing, but you must ask the Court for permission. To request permission to speak, you must file an Objection according to the instructions in Question 15, including all the information required for you to make an appearance at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

## **GET MORE INFORMATION**

### **20. How do I get more information about the Settlement?**

This is only a summary of the proposed Settlement. If you want additional information about this Litigation, including a copy of the Settlement Agreement, the Third Amended Class Action Complaint, the Court's Preliminary Approval Order, Class Counsel's Motion for Attorneys' Fee Awards, Costs and Expenses when available, and Service Awards for Class Representatives, and more, please visit this website or call (XXX) XXX-XXXX. You may also contact the Settlement Administrator at [P/O Box Address].

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT  
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS, OR  
DEFENDANTS' COUNSEL.**

# Exhibit C

**A proposed Settlement has been reached in a class action lawsuit  
known as *Roper et al. v. Rise Interactive Media & Analytics, LLC*  
Case No. 1:23-cv-1836,  
filed in the United States District Court for the Northern District of Illinois**

A settlement has been reached in a class action lawsuit against Rise Interactive Media & Analytics, LLC (“Rise” or “Defendant”) arising out of a 2023 data security incident involving Defendant (the “Data Incident”). Plaintiffs allege that the Data Incident potentially resulted in the unauthorized third party’s potential access to personal information belonging to Plaintiffs and members of the Settlement Class, including their names, email addresses, phone numbers, provider information, diagnoses, expected delivery dates and health insurance information (“Sensitive Private Information” or “SPI”). Defendant disagrees with Plaintiffs’ claims and denies any wrongdoing.

**You are receiving this notice because you may be a Settlement Class Member.** You are a Settlement Class Member if you were notified that your SPI was potentially impacted in the Data Incident.

Under the terms of the Settlement, you may submit a Claim for the following benefits:

- **Documented Out-of-Pocket Loss Expense Reimbursement:** Reimbursement for up to \$250 for documented out-of-pocket expenses, and
- **Cash Payment:** estimated \$50 cash payment, adjusted up or down depending upon the number of claims approved.

The easiest way to submit a claim is online at [www.XXXXXX.com](http://www.XXXXXX.com) using your Unique ID found on the front of this postcard. To be eligible, you must complete and submit a Valid Claim Form, postmarked or submitted online on or before **[INSERT DATE]**.

You can exclude yourself or object to the settlement, including Class Counsel’s request for attorneys’ fees, costs, and expenses, and request for a service award for the Class Representative on or before **[INSERT DATE]**. If you do not exclude yourself from the Settlement, you will remain in the class and give up the right to sue Rise Interactive Media & Analytics, LLC, or the Released Persons for the Released Claims in the Settlement. **A summary of your rights under the Settlement and instructions regarding how to submit a Claim, exclude yourself, or object to the Settlement are available at [www.XXXXXXX.com](http://www.XXXXXXX.com).**

The Court will hold the Final Fairness Hearing at **[INSERT]** to consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel’s request for an award of attorneys’ fees of up to 33.33% of the net Settlement Fund after administration costs plus case expenses, and Class Counsel’s request for a \$5,000 service award each for the Class Representatives. The Court will also determine whether the Settlement should be approved. You may attend the hearing, at your own expense, but you don’t have to.

This is only a summary. For additional information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, Class Counsel’s Motion for Attorneys’ Fees, Costs, and Expenses, and for the Service Award, and other documents, visit **[INSERT WEBSITE]** or call **[INSERT PHONE #]**.