

STATE OF MINNESOTA  
COUNTY OF ANOKA

DISTRICT COURT  
TENTH JUDICIAL DISTRICT  
Case Type: Personal Injury

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Jason Zimmerman, on behalf of himself  
and others similarly situated,

Civil File No. 02-CV-19-6522  
Honorable Jonathan N. Jasper

Plaintiff,

v.

Riverplace Counseling Center, Inc.,

Defendant.

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**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between (1) Plaintiff Jason Zimmerman, and on behalf of himself and all others similarly situated, and (2) Defendant Riverplace Counseling Center, Inc. (“Riverplace”) (all parties collectively referred to as the “Parties”).

**RECITALS**

**WHEREAS**, on November 19, 2019, Plaintiff filed a putative class action (the “Lawsuit”), alleging that Riverplace failed to adequately safeguard its patients’ electronically stored personally identifiable information and protected health information. Plaintiff and the putative class sought monetary and equitable relief;

**WHEREAS**, Plaintiff asserted claims against Riverplace for (i) negligence, (ii) negligence per se, (iii) invasion of privacy; (iv) breach of implied contract, (v) unjust enrichment; (vi) breach of fiduciary duty, (vii) breach of confidence; and (viii) violation of Minnesota Consumer Fraud Act;

**WHEREAS**, on June 18, 2020, Riverplace filed a motion to dismiss the Lawsuit.

**WHEREAS**, on September 16, 2020, the Court granted Riverplace’s motion to dismiss in part, dismissing the negligence, negligence per se, invasion of privacy, unjust enrichment, breach of confidence, and violation of Minnesota Consumer Fraud Act causes of action but allowing the breach of implied contract and breach of fiduciary duty claims to proceed to discovery;

**WHEREAS**, discovery commenced and the Parties negotiated deadline extensions, the potential for a discovery schedule, and the answer deadline, and Plaintiff served written discovery;

**WHEREAS**, simultaneously, the Parties agreed to mediate the Lawsuit;

**WHEREAS**, on November 17, 2020, the Parties mediated the Lawsuit with mediator Judge John W. Borg (Ret.), and while not settling, agreed to continue to negotiate the terms of a potential settlement, desiring to resolve the Lawsuit rather than continue litigating;

**WHEREAS**, throughout the following months, the Parties continued to negotiate, and on February 18, 2021, the Parties agreed to the terms of a settlement;

**WHEREAS**, Plaintiff and his counsel believe that, in consideration of all the circumstances, and after prolonged and serious arm’s-length settlement negotiations with Riverplace, the proposed settlement embodied in the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of all members of the Settlement Class (defined in Paragraph 1);

**WHEREAS**, Riverplace indicated its intent to contest every claim in the Lawsuit and maintains that it has consistently acted in accordance with governing laws, but and after prolonged and serious arm’s-length settlement negotiations with Plaintiff’s counsel and considering the expenses that would be necessary to defend the Lawsuit and the benefits of a final resolution of the Lawsuit, concluded that it is in its best interests to settle the Lawsuit on the terms and conditions in the Settlement Agreement;

**WHEREAS**, the Parties and their respective counsel have engaged in arm’s length settlement negotiations and mutually desire to fully, finally, and forever settle the Lawsuit on behalf of the Settlement Class and for the Released Claims (defined in Paragraph 9) in accordance with the terms and conditions of the Settlement Agreement, which the Parties believe constitute a fair and reasonable compromise of the claims and defenses asserted in the Lawsuit and upon final approval of the Court;

**WHEREAS**, based on their evaluation of the facts and the law, Plaintiff and his counsel (hereinafter “Class Counsel”) have agreed to settle the Lawsuit after considering such factors as (1) the benefits to the Settlement Class; (2) the risk, uncertainty, cost, and delay of litigation; and (3) the desirability of obtaining relief for Plaintiff and the Settlement Class now rather than later (or not at all);

**WHEREAS**, Plaintiff and Class Counsel have determined that the Settlement Agreement provides substantial benefits to the Settlement Class and represents a fair, reasonable, and adequate settlement of the claims that are or could have been alleged in the Lawsuit;

**WHEREAS**, Riverplace and its counsel have made similar determinations, and, while denying wrongdoing, Riverplace enters into the Settlement Agreement to avoid the expense, inconvenience, and inherent risk of litigation, as well as the concomitant disruption of its business operations.

### **CERTIFICATION OF SETTLEMENT CLASS**

- 1. The Settlement Class:** The Settlement Class is defined as follows:

All persons whose personally identifiable information and protected health information (“PII”) was potentially compromised in a cybersecurity incident announced by Riverplace on or about April 11, 2019.

Specifically excluded from the Settlement Class are: (i) Riverplace’s officers, directors, and employees; (ii) any entity in which Riverplace has a controlling interest; (iii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Riverplace, and (iv) all persons who make a timely election to be excluded from the Class. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

2. **Certification of Settlement Class**: Promptly after execution of the Settlement Agreement, Class Counsel will ask the Court to issue an order certifying the Settlement Class for settlement purposes only as part of the Motion for Preliminary Approval of the Settlement. Riverplace agrees not to object to this request without waiver of its right to contest certification or the merits of the Lawsuit if the settlement does not receive final approval or the Effective Date (defined in Paragraph 15) does not occur.

**RELIEF TO THE SETTLEMENT CLASS**

3. **Relief to the Settlement Class**: If the proposed settlement receives final approval, Riverplace will provide benefits to members of the Settlement Class (“Class Members”) as follows:

(a) Claims-made Settlement. Class Members may submit claims with a \$950 cap for any individual member’s recovery, and an overall \$300,000 cap on all claims payments for all Class Members cumulatively (or a \$275,000 cap if Class Member notice costs exceed \$45,000), with a *pro rata* reduction for each Class Member’s recovery under Paragraph 3(a)(ii)-(iii) if the \$300,000 cap (or \$275,000 cap if Class Member notice costs exceed \$45,000) is exceeded. If cumulative claims payments do not exceed the \$300,000 cap (or \$275,000 cap if Class Member notice costs exceed \$45,000), Riverplace’s payment obligation will equal, and shall not exceed,

the total cumulative claims payments. Class Members may submit a claim for the relief offered in Paragraph 3(a)(i), (ii), and/or (iii), as follows:

i. Credit Monitoring. Class Members may submit a claim to choose between (a) two years' credit monitoring or (b) a \$30 cash payment for reimbursement of credit monitoring coverage the Class Member purchased during the period of April 1, 2020 (one year after Riverplace began offering 12 months of credit monitoring coverage) through February 18, 2021 (the date of the Parties' settlement), with a requirement that Class Members submit written documentation of their purchase of credit monitoring coverage during the April 1, 2020-February 18, 2021 period.

ii. Compensatory relief for documented out-of-pocket costs, up to a total of \$950 per Class Member, upon submission of a claim together with supporting documentation are eligible to receive reimbursement for documented out-of-pocket expenses, to establish that the expenses were incurred as a result of the cybersecurity incident for any of the following: (i) costs and expenses spent addressing identity theft or fraud, including 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, and gasoline for travel; (ii) losses caused by restricted access to funds (*i.e.*, costs of taking out a loan, ATM withdrawal fees); (iii) preventative costs including placing security freezes on credit reports, or requesting copies of credit reports for review; (iv) late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees; (v) documented losses that were not reimbursed; or (vi) fees paid to purchase credit monitoring coverage during the April 1, 2020-February 18, 2021 period that exceed the \$30 referenced in Paragraph 3(a)(i) (in other words, only amounts

over \$30 that a Class Member paid to purchase credit monitoring coverage during the April 1, 2020-February 18, 2021 period are eligible for reimbursement under this Paragraph 3(a)(ii)).

iii. If, under penalty of perjury, a Class Member affirms spending a minimum of at least one full hour exclusively dealing with the cybersecurity incident announced by Riverplace on or about April 11, 2019, \$20 per Class Member per hour for a maximum of two hours (in other words, Class Members who spent at least one hour are eligible for \$20, and Class Members who spent at least two hours are eligible for \$40, which is the maximum amount recoverable under this Paragraph 3(a)(iii) for each Class Member).

(b) If Class Member notice costs exceed \$45,000, the \$300,000 cap on all claims payments for all Class Members cumulatively shall be accordingly reduced to an amount not to be below a \$275,000 cap.

(c) Claims Payments. Payments will be mailed to Class Members within 30 days following the Effective Date upon submission of a valid claim form and after the Claims Administrator's confirmation through review of Riverplace's records that the Class Member is entitled to relief, or the Class Member's submission of sufficient documentation demonstrating an entitlement to relief under the settlement, whichever is later. A copy of the claim form agreed to by the parties is attached as Exhibit A.

(d) Returned Checks. If a check is returned as undeliverable, Riverplace or the Claims Administrator will re-mail the check if a forwarding address is provided. If a new address is not provided, or if the check is re-mailed and returned, the check will be cancelled and Riverplace will have no further obligation to attempt to make a payment to that Class Member.

(e) Uncashed/Cancelled Checks. Checks shall be valid for at least 90 days from the date of issue. A Class Member whose check is uncashed after the 90-day period may request a

new check for up to six months from the date of the original check. Upon request, Riverplace or the Claims Administrator will provide Class Counsel with a report on uncashed or cancelled checks.

**4. Attorneys' Fees, Costs, and Service Award:**

(a) Attorneys' Fees and Costs. Riverplace agrees not to object to Plaintiff's request for attorneys' fees to Class Counsel in an amount not to exceed a total of \$150,000, inclusive of costs ("Class Counsel Payment"). Class Counsel and Plaintiff agree not to seek or accept a Class Counsel Payment greater than \$150,000. Class Counsel will petition for approval of the Class Counsel Payment at least 14 days before the deadline for Class Members to exclude themselves or object, or any similar deadline set by the Court. Riverplace will pay the amount approved by the Court that does not exceed \$150,000 through the fund addressed in Paragraph 5.

The Court-approved Class Counsel Payment will not affect any benefits provided to Class Members or Plaintiff. Riverplace's obligations with respect to the Court-approved Class Counsel Payment shall be fully satisfied upon receipt of the funds by Class Counsel into the fund addressed in Paragraph 5. Class Counsel will be responsible for any loss that may occur after receipt of the funds and for allocating the Court-approved Class Counsel Payment among Class Counsel or others. Riverplace will have no responsibility or liability in connection with the allocation of the Court-approved Counsel Payment, or for any tax obligations or payments associated with the payment. Class Counsel will bear all liability, and Riverplace will bear no liability (beyond the Court-approved Class Counsel Payment itself) in connection with any claim for payment made by any attorney or service provider who claims to have rendered services to, for, or on behalf of Plaintiff, any Class Member, or Class Counsel in connection with the Lawsuit and this settlement.

Except for the Court-approved Class Counsel Payment, Class Counsel will be responsible for all fees, costs, and expenses incurred by Plaintiff or Class Counsel in connection with the Lawsuit. No interest will accrue with respect to the Court-approved Class Counsel Payment.

(b) Service Award. Riverplace agrees not to object to Plaintiff's request for a service award in an amount not to exceed \$5,000 for Plaintiff for his time and effort on behalf of the Settlement Class. Class Counsel and Plaintiff agree not to seek or accept a service award greater than \$5,000. Class Counsel will petition for approval of the service award at least at least 14 days before the deadline for Class Members to exclude themselves or object, or any similar deadline set by the Court. Riverplace will pay the amount approved by the Court that does not exceed \$5,000 per named Plaintiff. The Court-approved service award will not affect any benefit provided to Class Members, including Plaintiff. Riverplace's obligations with respect to the Court-approved service award shall be fully satisfied upon receipt of the funds by Class Counsel into the fund addressed in Paragraph 5. Plaintiff will bear all liability, and Riverplace will bear no liability, for payment of taxes due, if any, on the Court-approved service award. No interest will accrue with respect to the Court-approved service award if paid in accordance with the Settlement Agreement.

**5. Claims, Attorneys' Fees, Service Award and Claims Administration Costs**

**Fund:** Within 45 days of the Effective Date, Riverplace shall pay or cause to be paid \$300,000 into an interest-bearing escrow account selected by Class Counsel, so long as the necessary documentation is provided to Riverplace by Class Counsel for the escrow account. The funds in the escrow account shall be utilized by Class Counsel for the payments addressed in Paragraphs 3, 4 and 7. If any funds remain in the escrow account after all payments are made as addressed in Paragraphs 3, 4 and 7, Class Counsel shall cause all remaining funds to be returned to Riverplace. If additional funds beyond the \$300,000 are necessary to satisfy in full the payments addressed in



Paragraphs 3, 4 and 7, upon receipt of satisfactory documentation from Class Counsel establishing the amount of additional funds needed, Riverplace shall pay all remaining necessary funds within the later of 10 business days of the receipt of the satisfactory documentation from Class Counsel, or 10 business days of the deadline established for the claims addressed in Paragraph 3. The Parties agree that Class Counsel may spend, without first seeking Court approval, up to \$100,000 from the escrow account solely for purposes of Claims Administration Costs as addressed in Paragraph 7, including costs to provide notice to Class Members.

6. **New Practices:** Riverplace has implemented improvements, and planned for future implementations, to improve its cybersecurity since the cybersecurity incident (including multifactor authentication) and shall continue in its efforts to improve its cybersecurity. These efforts include implementing additional technical safeguards including additional spam filters, firewalls and antivirus software system-wide; providing additional staff training on identifying unauthorized access; and securing a managed IT Services vendor to further assist in implementing system-wide policies and procedures, which included upgrading Riverplace's network by upgrading Riverplace's server and network topology and implementing active server monitoring to safeguard against unusual activity or potential issues. The vendor also conducted an inventory and updated Riverplace's workstations and laptops, including identifying older systems for replacement and upgrading. Riverplace has implemented an active backup solution that is encrypted and synchronized to offsite storage. Riverplace has bolstered its firewall and antivirus, and implemented email encryption and antispam services.

## CLAIMS ADMINISTRATION

7. **Claims Administration:**

(a) With the consent of Riverplace, which shall not be unreasonably withheld, Class Counsel will choose a third-party settlement claims administrator (“Claims Administrator”) to provide notice of the settlement to Class Members and otherwise administer the settlement, subject to the approval of the Court. The Claims Administrator will administer the settlement, including (i) providing mailed notification of the proposed settlement to the same population as Riverplace’s pre-Lawsuit cybersecurity incident notification, or email notice when valid email addresses are available; (ii) create and host a website, publicly accessible for at least six months after the Effective Date, dedicated to providing information related to this Lawsuit, including access to relevant publicly available court documents relating to this Lawsuit, the settlement and the Settlement Agreement, including the Notice of Proposed Settlement in both short- and long-forms (attached hereto as Exhibit B), and provide Class Members with the ability to submit claims and supporting documentation for compensatory relief and enroll in credit monitoring; (iii) maintaining a toll-free telephone number and P.O. Box by which Class Members can seek additional information regarding the Settlement Agreement; (iv) processing claims and supporting documentation submissions and credit monitoring enrollment requests, and the provision of approved payments to Class Members; (v) processing requests for exclusion from Class Members; and (vi) any other provision of the Settlement Agreement that relates to the settlement and claims administration. Upon reasonable notice, the Claims Administrator and Riverplace will make available for inspection by Class Counsel information reasonably necessary for Class Counsel to confirm that the Claims Administrator and Riverplace have complied with the settlement administration aspects of the Settlement Agreement.

(b) Review and Assistance. Riverplace and Class Counsel will be permitted to audit and review actual (or summary reports on) claims made, claims approved or denied, checks issued, calculation of benefits under the settlement, returned checks and uncashed checks to assist with (1) the effectuation of the settlement, and (2) the Parties' respective desire to reasonably ensure that the benefits are administered in a manner to attempt to reach each Class Member.

(c) Cost of Claims Administration. Riverplace will be responsible for the cost of claims administration, including the payment of the Claims Administrator and notice to Class Members, up to \$100,000. The cost of claims administration up to \$100,000 will not affect any benefit provided to Class Members, including Plaintiff. Except for the Court-approved Class Counsel Payment and Court-approved service award, and costs of claims administration up to \$100,000, Riverplace will not be responsible for, and will not pay, any additional costs or fees incurred by Plaintiff or Class Counsel with respect to the negotiation, implementation, or administration of the settlement, or any costs incurred by any Class Member in connection with participating in, opting out of, or objecting to the settlement. If the cost of claims administration exceed \$100,000, the remaining costs shall be paid from the fund addressed in Paragraph 5, and the overall \$300,000 cap on all claims payments for all Class Members cumulatively (or \$275,000 cap if Class Member notice costs exceed \$45,000) addressed in Paragraph 3, shall be reduced in an amount equal to the costs that shall be paid from the fund addressed in Paragraph 5.

**8. No Other Financial Obligations on Riverplace:** Riverplace will not be obligated to pay any fees, expenses, or costs in connection with the Lawsuit or the Settlement Agreement other than the amounts and categories specifically provided for in the Settlement Agreement.

## RELEASE

9. **Release:** Upon the Effective Date, Plaintiff and every Class Member (except those who timely opt out), in consideration of the relief set forth in the Settlement Agreement, fully and finally release Riverplace, its parents, subsidiaries, and affiliates, and all of their present and former officers, directors, employees, agents, attorneys, representatives, insurers, and legal representatives from any and all claims or causes of action, whether known or unknown, that concern, refer or relate to (a) the cybersecurity incident announced by Riverplace on or about April 11, 2019; (b) all other claims that were asserted, or that could have been asserted, in the Lawsuit. The claims released in this paragraph are referred to as the “Released Claims,” and the parties released are referred to as the “Released Parties.”

Plaintiff and Class Members waive any principles of law similar to and including Section 1542 of the California Civil Code, 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.

Plaintiff and Class Members agree that Section 1542 and all similar federal or state laws, rules, or legal principles of any other jurisdiction are knowingly and voluntarily waived in connection with the claims released in the Settlement Agreement, and agree that this is an essential term of the Settlement Agreement. Plaintiff and Class Members acknowledge that they may later discover claims presently unknown or suspected, or facts in addition to or different from those that they now believe to be true with respect to the matters released in the Settlement Agreement. Nevertheless, Plaintiff and Class Members fully, finally, and forever settle and release the Released Claims against the Released Parties.

## SETTLEMENT APPROVAL PROCESS

10. **Preliminary Approval Order:** Plaintiff will petition the Court for a preliminary order approving the Settlement Agreement (the “Preliminary Approval Order”) promptly after the Settlement Agreement has been fully executed. A copy of the proposed Preliminary Approval Order is attached as Exhibit C.

11. **Class Notice:** Within 45 days following entry of the Preliminary Approval Order and at least 65 days before the final approval hearing (the “Notice Date”), the Claims Administrator will send the Notice of Proposed Settlement (attached in long and short forms as Exhibit B) to Class Members by U.S. mail or email, which notice will advise that Class Members have 90 days from the Notice Date to submit a claim for compensation, credit monitoring enrollment, or both. The Claims Administrator will send Class Members to whom Riverplace previously mailed notice of the cybersecurity incident the above notice via U.S. mail or, if a valid email address is available, by email. Before mailing the notice, the Claims Administrator will update the Class Member’s address through a reliable service of the Claims Administrator’s choosing that is consistent with its customary business practices. If a notice is returned to the Claims Administrator as undelivered and a forwarding address is provided, the Claims Administrator will re-mail one additional time to the new address.

12. **Right of Exclusion:** Class Members who submit a timely written request for exclusion from the Settlement Class will be excluded from the Settlement Class. A request for exclusion must be in writing and must state the name, address, and phone number of the person seeking exclusion. Each request must also contain a signed statement to the following effect: “I request to be excluded from the Settlement Class in the Zimmerman v. Riverplace Counseling Center lawsuit.” The request must be mailed to the Claims Administrator at the address provided

in the Class Notice no later than 60 days after the Notice Date, or any other date set by the Court. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Class Notice, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Class Member. A Class Member who cashes a check from Riverplace or submits a valid claim form is not eligible for exclusion, and any request for exclusion will be invalid. Class Counsel will file a list of Class Members requesting exclusion with the Court. If more than three percent of the Class Members request exclusion, Riverplace will have the right, at its sole discretion, to terminate the Settlement Agreement and render the settlement void and of no effect.

**13. Right to Object:** Any Class Member who objects to the settlement may appear in person or through counsel, at his or her own expense, at the final approval hearing to present any relevant evidence or argument. No Class Member will be heard and no papers submitted by any Class Member will be considered unless, no later than 60 days after the Notice Date, or any other date set by the Court, the Class Member files with the Court and mails to Class Counsel and Riverplace's counsel written objections that include: (1) the title of the case; (2) the Class Member's name, address, and telephone number; (3) the approximate date when the Class Member was a patient at Riverplace; (4) all legal and factual bases for any objection; and (5) copies of any documents that the Class Member wants the Court to consider. Should the Class Member wish to appear at the final approval hearing, the Class Member must so state, and must identify any documents or witnesses the Class Member intends to call on his or her behalf. In addition, any Class Member objecting to the settlement shall provide a list of all other objections submitted by the objector, or the objector's counsel on behalf of the objector, to any class action settlement in

the United States in the previous five years. Any Class member who fails to object in this manner will be deemed to have waived any objections.

**14. Final Judgment Order:** At the final approval hearing, the parties will ask the Court to enter final judgment (the “Final Judgment and Order”). A copy of the proposed Final Judgment and Order is attached as Exhibit D.

**15. Finality of Judgment:** The Final Judgment and Order will be deemed final, and the Effective Date will occur: (a) 35 days after the Final Judgment Order is entered if no notice of appeal or motion tolling the time for appeal is filed; or (b) if any such document is filed, 14 days after all appellate proceedings (including proceedings in the Court in the event of a remand) have been finally terminated and the Settlement Agreement has been finally approved in all material respects.

#### **MISCELLANEOUS PROVISIONS**

**16. Integration and Drafting:** The Settlement Agreement was drafted and negotiated by counsel for the Parties at arm’s length. It sets forth the entire agreement among the Parties.

**17. Amendment, Court Approval, Extensions:** The Settlement Agreement may not be amended without the written consent of all Parties and approval of the Court; provided, however, that the Parties may agree to reasonable extensions of time to carry out any provision of the Settlement Agreement, and provided further that any extension of more than 30 days must be approved by the Court.

**18. Construction:** The Settlement Agreement has been drafted by all Parties and shall not be construed for or against any of the Parties.

**19. Integration of Exhibits:** The exhibits to the Settlement Agreement are incorporated by reference and are an integral part of the Settlement Agreement.

**20. Counterparts:** The Settlement Agreement may be executed in counterparts, each of which will be considered an original. Executed signature pages are valid and enforceable whether they are originals or copies, and whether transmitted by facsimile, email, or any other means.

**21. No Evidence, No Admission:** In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in the Lawsuit or in any other proceeding, except in a proceeding to enforce the Settlement Agreement (including its release). Without limiting the foregoing, neither the Settlement Agreement nor any related negotiations will be offered or received as evidence, or as an admission or concession, by any person of any matter, including but not limited to any alleged wrongdoing on the part of Riverplace or the appropriateness of certification of any class.

**22. Tax Consequences:** Riverplace gives no opinion as to the tax consequences of the settlement to Class Members or anyone else. Each Class Member's or other person's tax obligations, if any, and the determination of those obligations, are the sole responsibility of the Class Member or other person. Riverplace will act as it determines is required by the Internal Revenue Code in reporting any settlement benefit provided pursuant to the Settlement Agreement.

**23. Cooperation in Effecting Settlement:** The Parties, their successors and assigns, and their attorneys will implement the Settlement Agreement in good faith, use good faith in resolving any disputes that may arise in the implementation of the Settlement Agreement, cooperate with one another in seeking Court approval of the Settlement Agreement, and use their best efforts to effect the prompt consummation of the Settlement Agreement.

**24. Publicity:** The Parties will not make any public statement about the settlement that has not been approved by the other side, except as required or authorized by law. Approval of any



proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. Notwithstanding the foregoing, the Parties may respond to inquiries from Class Members regarding the substance of the settlement, provided however that such responses shall in no way be disparaging to a Party. Riverplace may, at its sole discretion, make a public statement about its operating procedures, or changes to these procedures, relating to cybersecurity.

**24. Authority to Execute Agreement:** Each person executing the Settlement Agreement represents that he or she is authorized to execute the Settlement Agreement on behalf of the Party.

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**RIVERPLACE COUNSELING CENTER, INC.**



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Anjali C. Das  
WILSON ELSEER MOSKOWITZ  
EDELMAN & DICKER LLP

Date: June 25, 2021

**LOCKRIDGE GRINDAL NAUEN P.L.L.P.**  
**Attorneys for Plaintiff and the Settlement Class**



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Kate M. Baxter-Kauf  
Date: June 25, 2021

**MORGAN & MORGAN COMPLEX LITIGATION GROUP**  
**Attorneys for Plaintiff and the Settlement Class**



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Jean Sutton Martin  
Date: June 25, 2021

# EXHIBIT A

Must be postmarked  
or submitted online  
NO LATER THAN  
Month Day, 2021

RIVERPLACE COUNSELING  
CYBERSECURITY INCIDENT SETTLEMENT  
C/O [CLAIMS ADMINISTRATOR]  
P.O. BOX \_\_\_\_\_  
[CITY],[STATE] [ZIP]  
WWW.XXXXXXXX.COM

## Riverplace Cybersecurity Incident Claim Form

### SETTLEMENT BENEFITS – WHAT YOU MAY GET

If you received notice that your personal information may have been compromised in the cybersecurity incident announced by Riverplace Counseling Center, Inc. in April 2019, you may submit a claim.

**The easiest way to submit a claim is online at [www.XXXXXX.com](http://www.XXXXXX.com), or you can complete and mail this claim form to the mailing address above.**

**You may submit a claim for these benefits:**

- 1) **Identity Theft/Credit Monitoring Protection.** Use the claim form to request one of the following:
  - a) **Identity Theft/Credit Services.** You may use this claim form to request free credit monitoring services for two years; or
  - b) **Alternative Cash Payment.** If you previously purchased identity theft/credit monitoring services from April 1, 2020 through February 18, 2021, you can receive a cash payment of \$30 for reimbursement of this coverage. You must submit documentation supporting your claim.
- 2) **Cash Reimbursement.** Use the claim form to request reimbursement for out-of-pocket losses and time spent up to a maximum of \$950:
  - a) **Reimbursement for Out-of-Pocket Losses.** If you spent money trying to avoid or recover from fraud or identity theft because of the Riverplace cybersecurity incident, you can be reimbursed up to \$950. You must submit documentation supporting your claim.
  - b) **Reimbursement for Time Spent.** If you spent time trying to avoid or recover from fraud or identity theft because of the Riverplace cybersecurity incident, you can receive \$20 per hour for up to two total hours. You will be required to affirm in writing under penalty of perjury that you spent at least one full hour exclusively dealing with trying to avoid or recover from fraud or identity theft because of the Riverplace cybersecurity incident.

Your cash benefit may decrease depending on the number of claims filed. There is an overall cap of \$300,000 to pay all claims. If claims exceed this aggregate cap, all payments will be reduced in

a *pro rata* manner. Settlement benefits will be distributed after the settlement is approved by the Court and receives final approval.

For more information and complete instructions visit [www.XXXX.com](http://www.XXXX.com).

## CLAIM FORM Your Information

*Please note: the Claims Administrator may contact you to request additional documents or information to process your claim.*

<b>1. NAME:</b>	First	Middle Initial	Last
<b>2. ALTERNATIVE NAME(S):</b>			
<b>3. MAILING ADDRESS:</b>	Street Address		
	Apt. No.		
	City		
	State		
	Zip		
<b>4. PHONE NUMBER:</b>			
<b>5. EMAIL ADDRESS:</b>			

## Credit Monitoring or Alternative Cash Payment

To obtain identity theft/credit monitoring services or alternative cash payment from the settlement, you must select **ONE AND ONLY ONE** of the options below:

Which do you prefer?

- Option 1 (Identity Theft/Credit Monitoring Services):** I wish to receive identity theft/credit monitoring services. I understand identity theft/credit monitoring services will be provided for two years, starting when I activate the services. I understand I will receive an activation code and instructions on how to enroll in the credit monitoring services from the Claims Administrator later. Instructions will be sent by email unless I did not provide an email address, in which case instructions will be sent by U.S. mail.
- Options 2 (Alternative Cash Payment):** I purchased identity theft/credit monitoring services during the period of April 1, 2020 and February 18, 2021 and wish to receive an alternative cash payment of \$30 as reimbursement for these expenses. **I understand that I must provide documentation of my purchase during this time period.**

## Reimbursement for Out-of-Pocket Losses: Money You Lost or Spent and Time You Spent

If you incurred out-of-pocket losses or time spent trying to prevent or recover from fraud or identity theft caused by the Riverplace cybersecurity incident, you can receive reimbursement for up to \$950.

**You must send supporting documentation that shows what happened and how much you lost or spent in order to be repaid.**

To look up more details about how cash payments work, visit **www.XXXXX.com** or call toll-free \_\_\_\_\_. You will find more information about the types of costs and losses that can be paid back to you, what documents you need to attach, and how the Claims Administrator decides whether to approve your payment.

Examples of Loss Type and Documents	Amount and Date	Description of Out-of-Pocket Losses and Supporting Documentation (Identify what you are attaching, and why it's related to the Riverplace cybersecurity incident)
Costs, expenses, and losses due to identity theft, fraud, or misuse of your personal information  <i>Examples: Account statement with unauthorized charges highlighted; police reports; letters refusing to refund fraudulent charges; charges for placing security freezes on your credit reports; costs of requesting copies of your credit report</i>	\$   Date:	<hr/> <hr/> <hr/> <hr/>

<p>Fees paid to address identity theft or due to restricted access to funds</p> <p><i>Examples: late fees, overdraft fees, decline payment fees, returned check fees, card cancellation or replacement fees</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>Costs of credit monitoring and identity theft protection purchased from April 1, 2020 and February 18, 2021, if the amount is greater than \$30 (only the amount greater than \$30 will be reimbursed)</p> <p><i>Examples: Receipts or statements for credit monitoring services</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>Other expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges related to the cybersecurity incident</p> <p><i>Examples: Phone bills, receipts, detailed list of places you traveled (i.e. police station, bank), reason why you traveled there (i.e. police report or fraudulent charges on your bank account) and number of miles you traveled</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>Time spent exclusively dealing with the cybersecurity incident (for example, placing or removing credit freezes on your credit files, purchasing credit monitoring services, calling your bank, or taking other actions), you can be compensated \$20 per hour for up to two hours.</p> <p>You must describe the actions you took.</p>		<p><b>How much time did you spend exclusively dealing with trying to avoid or recover from fraud or identity theft because of the cybersecurity incident?</b></p> <p style="text-align: right;">_____ : _____ Hours      Minutes</p> <p><b>Explain what you did and why and how much time you spent on each action:</b></p> <hr/> <hr/> <hr/> <hr/>

## Signature

I affirm under penalty of perjury under the laws of the United States that the information supplied in this claim form is true and correct to the best of my knowledge and that any documentation that I have submitted in support of my claim is a true and correct copy of the original documentation.

I understand that I may be asked to provide more documents and information by the Claims Administrator before my claim is complete.

**Signature:**

**Dated:**

**Print Name:**

\* \* \*

**Claims must be submitted online or mailed by [DATE].**

**Use this address for mailed claims and documents:**

**RIVERPLACE CLAIMS ADMINISTRATOR  
CYBERSECURITY INCIDENT SETTLEMENT  
C/O [CLAIMS ADMINISTRATOR]  
P.O. BOX \_\_\_\_\_  
[CITY],[STATE] [ZIP]**

# EXHIBIT B



**This is a Court approved Legal Notice. This is not an advertisement.**

***Zimmerman v. Riverplace Counseling Center, Inc.*, Civil File No. 02-CV-19-6522  
MINNESOTA TENTH JUDICIAL DISTRICT COURT**

**TO: All individuals who were notified by Riverplace Counseling Center, Inc. (“Riverplace”) that their personal information may have been compromised in the cybersecurity incident initially disclosed by Riverplace in April 2019.**

A class action settlement has been proposed in litigation against Riverplace relating to a cybersecurity incident that was disclosed on or about April 2019. The class action lawsuit alleges that in January 2019, Riverplace discovered that malware had been installed on its systems resulting in the potential exposure of sensitive personal and health related information of current and former patients. The lawsuit alleges that Riverplace was responsible for the cybersecurity incident. Riverplace denies the claims and any wrongdoing. **You are receiving this notice because you may be entitled to benefits from the settlement.**

If approved, the settlement may provide Settlement Class Members with either 2 years of identity theft/credit monitoring services or an alternative cash payment of \$30 as reimbursement if you previously purchased those services. The settlement will also reimburse Settlement Class Members who submit claims for out-of-pocket losses and compensation for time spent that resulted from the cybersecurity incident up to \$950. Total reimbursement under this settlement is subject to an aggregate cap of \$300,000 for all claims.

**If you are a Settlement Class Member and you want to receive benefits, you must complete and timely submit a valid Claim Form along with any required supporting information. Claim Forms can be found and completed on this website: [www.xxx.com](http://www.xxx.com). The deadline to submit a Claim Form is \_\_\_\_\_.**

Settlement Class Members may also request exclusion (also known as opt-out) from the settlement or object to it. Requests for exclusion are due by \_\_\_\_\_. Settlement Class Members who do not request exclusion can object to the settlement. Objections are due by \_\_\_\_\_. The Court will hold a Final Settlement Approval Hearing on **Month 00, 2021 at 00:00 a.m.** in Courtroom \_\_\_, Anoka County Government Center, 2100 3rd Avenue, Anoka, MN 55303, to consider whether to approve the settlement. The Court will hear objections, determine if the settlement is fair, and consider Class Counsel’s request for attorneys’ fees, costs, and expenses of \$150,000 and a service award of \$5,000 for the Representative Plaintiff. You or your own lawyer may ask to appear at the hearing to be heard by the Court, but you do not have to. The Motion for Attorneys’ Fees and Costs and Service Award for the Representative Plaintiff will be posted on the website after it is filed with the Court.

The Court has appointed the following Class Counsel to represent the Settlement Class in this Lawsuit: Kate M. Baxter-Kauf of Lockridge Grindal Nauen P.L.L.P, 100 Washington Avenue South, Suite 2200, Minneapolis, MN 55401, 612-339-6900; and Jean S. Martin of Morgan & Morgan Complex Litigation Group, 201 N. Franklin St., 7th Fl., Tampa, FL 33602, 813-559-4908.

***This is only a summary.*** For detailed information visit **[www.SettlementURL.com](http://www.SettlementURL.com)** or call **1-000-000-0000**. You may contact the Settlement Administrator at Riverplace Settlement, c/o Settlement Administrator, PO Box 0000, City, State, Zip.

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## RIVERPLACE COUNSELING CYBERSECURITY INCIDENT CLASS ACTION SETTLEMENT

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**TO: All individuals who were notified by Riverplace Counseling Center, Inc. (“Riverplace”) that their personal information may have been compromised in the cybersecurity incident initially disclosed by Riverplace in April 2019.**

A class action settlement has been proposed in litigation against Riverplace relating to a cybersecurity incident that was disclosed on or about April 2019. The class action lawsuit alleges that in January 2019, Riverplace discovered that malware had been installed on its systems resulting in the potential exposure of sensitive personal and health related information of current and former patients. The lawsuit alleges that Riverplace wrongfully failed to safeguard its patient data. Riverplace denies any wrongdoing.

You are receiving this notice because you may be entitled to benefits from a class action settlement. **The easiest way to submit a claim under the settlement is online at [www.XXX.com](http://www.XXX.com).**

Under the terms of the settlement, Riverplace has agreed to pay for the following forms of relief for valid claims that are timely submitted with supporting documentation, up to a maximum of \$300,000:

- **Reimbursement for Out-of-Pocket Losses:** Out-of-pocket losses incurred by Settlement Class Members that are fairly traceable to the cybersecurity incident, up to \$950 per individual (“out-of-pocket losses”).
- **Reimbursement for Time Spent:** Time spent by Settlement Class Members remedying issues related to the cybersecurity incident for up to two hours at \$20.00 per hour (“time spent”).
- **Identity Theft/ Credit Monitoring Services:** All Settlement Class Members are eligible to enroll in two years of credit monitoring services at no cost. These services include daily credit monitoring of your credit file, a \$1 million identity theft insurance policy, and additional features discussed below (“credit monitoring services”); or
- **Alternative Cash Reimbursement:** Instead of credit monitoring services, Settlement Class Members may elect to receive an alternative cash reimbursement of \$30 for identity theft/credit monitoring services they purchased from April 1, 2020 through February 18, 2021;
- **Business Practice Commitments:** Riverplace has agreed to implement and maintain additional technical safeguards related to data security including additional spam filters, firewalls and antivirus software, providing additional staff training on identifying unauthorized access, and implementing active server monitoring to safeguard against unusual activity or potential issues.

The Court still must decide whether to approve the settlement. No payments will be made until after the Court grants final approval of the settlement and all appeals, if any, are resolved.

**Questions? Call 1-XXX-XXX-XXXX or visit [WEBSITE]**

**Your legal rights are affected even if you do nothing. Read this Notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		<b>DEADLINE</b>
<b>File a claim for Out-of-Pocket Losses and Time Spent</b>	You must submit a claim with supporting documentation in order to receive reimbursement for out-of-pocket losses and/or time spent.	<b>DATE</b>
<b>File a claim for Credit Monitoring Services or an Alternative Cash Reimbursement</b>	You must submit a claim with supporting documentation in order to receive the credit monitoring services offered under the settlement or an alternative cash reimbursement.	<b>DATE</b>
<b>Exclude yourself by filing “Opt-Out” notification</b>	You can exclude yourself from the settlement by informing the Claims Administrator that you want to “opt-out” of the settlement. This is the only option that allows you to retain your rights to separately sue Riverplace for claims related to the cybersecurity incident. If you opt-out, you may not make a claim for benefits under the settlement.	<b>DATE</b>
<b>Object or comment on the settlement</b>	You may object to the settlement by writing to the Claims Administrator and explaining why you don’t think the settlement should be approved.	<b>DATE</b>
<b>Do nothing</b>	If you do nothing, you will receive no payment, no benefits under the settlement, and you will give up your rights to sue Riverplace separately for claims related to the cybersecurity incident.	No deadline

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will only be made after the Court grants final approval of the settlement and after any appeals are resolved.

**Questions? Call 1-XXX-XXX-XXXX or visit [WEBSITE]**

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Questions? Call 1-XXX-XXX-XXXX or visit [WEBSITE]

## BASIC INFORMATION

### 1. Why was this Notice issued?

The Court authorized this notice because you have a right to know about the proposed settlement in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the settlement.

Judge Jonathan N. Jasper of the Tenth Judicial District in Anoka County for the State of Minnesota is overseeing this case. The case is known as *Zimmerman v. Riverplace Counseling Center, Inc.*, Civil File No. 02-CV-19-6522.

### 2. What is this lawsuit about?

The lawsuit is a proposed class action lawsuit relating to a cybersecurity incident that was disclosed on or about April 2019. The lawsuit alleges that in January 2019, Riverplace discovered that malware had been installed on its systems resulting in the potential exposure of sensitive personal and health related information of current and former patients. The potentially-exposed information may include patient names, addresses, dates of birth, Social Security numbers, health insurance information, and treatment information.

The lawsuit alleges that Riverplace was responsible for the cybersecurity incident. The lawsuit seeks compensation for people who had out-of-pocket expenses, fraudulent charges or time spent dealing with fraudulent charges or card replacement issues as a result of the cybersecurity incident. Riverplace denies all allegations of wrongdoing.

### 3. Why is this lawsuit a class action?

In a class action, one or more people called a “Representative Plaintiff” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. If a class action case settles, Class Members may be referred to as Settlement Class Members.

### 4. Why is there a settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will get benefits. The Representative Plaintiff and his attorneys believe the settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class Members. The settlement does NOT mean that Riverplace did anything wrong.

## WHO IS IN THE SETTLEMENT?

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

Questions? Call 1-XXX-XXX-XXXX or visit [WEBSITE]

You are included in the Settlement Class if you were a patient of Riverplace who received notification that your personally identifiable information may have been potentially compromised during the cybersecurity incident.

Specifically excluded from the Settlement Class are: (i) Riverplace and its officers and directors; (ii) all Settlement Class Members who timely and validly submit an opt-out notification requesting exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) the attorneys representing the parties in the lawsuit.

#### **6. What if I am not sure whether I am included in the settlement?**

If you are not sure whether you are included in the settlement, you may call 1-XXX-XXX-XXXX with questions or visit [WEBSITE]. You may also write with questions to Riverplace Claims Administrator, P.O. Box XXXX, City, State zip code. Please do not contact the Court with questions.

### **THE SETTLEMENT BENEFITS**

#### **7. What does the settlement provide?**

The settlement will provide benefits to people who submit valid and timely claims.

There are two types of benefits that are available:

- (1) Identity Theft/Credit Monitoring Protection or Alternative Cash Reimbursement (Question 8); and
- (2) Reimbursement for Out-of-Pocket Losses and Time Spent (Question 9).

You may submit a claim for either or both types of benefits. You must provide related documentation with the Claim Form.

Total reimbursement under this settlement is subject to an aggregate cap of \$300,000 for all claims. If claims exceed this aggregate cap, all payments will be reduced in a *pro rata* manner.

As part of the settlement, Riverplace has also committed to establish and maintain security enhancements for the protection of its patients' information.

#### **8. What are the benefits for Identity Theft/Credit Monitoring Services?**

The settlement provides a way to help protect yourself from unauthorized use of your personal information. Settlement Class Members may submit a claim to enroll in two years of \_\_\_\_\_ credit monitoring services at no cost. These services include the following features:

- Credit monitoring providing notice of changes to your credit report;
- Identity restoration services to help you address credit and non-credit related fraud.

**Questions? Call 1-XXX-XXX-XXXX or visit [WEBSITE]**

- Up to \$1 million in insurance coverage for certain costs relating to identity theft and unauthorized electronic fund transfers.
- If you submit a valid claim form and elect to enroll in credit monitoring services, you will receive enrollment instructions by mail or email after the settlement becomes final.

As an alternative to signing up for the two years of \_\_\_\_\_ credit monitoring services, you can receive a cash payment of \$30 as for reimbursement of any identity theft/credit monitoring services that you purchased from April 1, 2020 through February 18, 2021. You must submit documentation showing the date and amount of your purchase.

## 9. What payments are available for expense reimbursement/time spent?

Settlement Class Members are eligible to receive reimbursement of up to \$950 (in total) for out-of-pocket expenses resulting from the cybersecurity incident such as:

- late fees;
- over-limit or overdraft fees;
- charges for placing freezes on your credit;
- costs of obtaining credit reports;
- postage;
- mileage;
- incidental expenses resulting from lack of access to a payment card or account;
- costs over \$30 associated with obtaining credit monitoring and identity theft protection (if purchased between April 1, 2020 through February 18, 2021, with reasonable proof of purchase);
- reimbursement of up to two hours of documented lost time (at \$20 per hour) spent exclusively dealing with replacement card issues or in reversing fraudulent charges (only if at least one full hour was spent and if it can be documented with reasonable specificity).

More details are provided in the Settlement Agreement, which is available at [WEBSITE].

## HOW TO GET BENEFITS

### 10. How do I get benefits?

To make a claim under the settlement, you must complete and submit a Claim Form. Claim Forms are available at [WEBSITE], or you may request one by mail by calling [PHONE #]. Read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **Month Day, 2021** to:

Riverplace Claims Administrator  
PO Box XXXXX  
City, State zip code

### 11. How will claims be decided?

Questions? Call 1-XXX-XXX-XXXX or visit [WEBSITE]

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information and documents from any Settlement Class Member. If the required information is not provided timely, the claim will be considered invalid and will not be paid.

If the claim is complete and the Claims Administrator denies the claim entirely or partially, the claimant will be provided an opportunity to have their claim reviewed by an impartial Claim Referee.

## REMAINING IN THE SETTLEMENT

### 12. Do I need to do anything to remain in the settlement?

You do not have to do anything to remain in the settlement, but if you want benefits you must submit a Claim Form postmarked by **Month Day, 2021**.

### 13. What am I giving up as part of the settlement?

If the settlement becomes final, you will give up your right to sue Riverplace for the claims being resolved by this settlement, which include claims related to the cybersecurity incident. The specific claims you are giving up against Riverplace are described in Section VI of the Settlement Agreement. You will be “releasing” Riverplace and all related people or entities as described in Section VI of the Settlement Agreement. The Settlement Agreement is available at [WEBSITE].

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firms listed in Question 17 for free or you can, of course, talk to your own lawyer at your own expense if you have questions about what this means.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from this settlement, but you want to keep the right to sue Riverplace about issues related to the cybersecurity incident, then you must take steps to be removed from the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

### 14. If I exclude myself, can I get a payment from this settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the settlement, but you will not be bound by any judgment in this case.

### 15. If I do not exclude myself, can I sue Riverplace for the same thing later?

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

**Questions? Call 1-XXX-XXX-XXXX or visit [WEBSITE]**



## 16. How do I exclude myself from the settlement?

To exclude yourself, send a letter that says you want to be excluded from the settlement in *Zimmerman v. Riverplace, Inc. et. al.*, Case No. 02-cv-19-6522. Include your name, address, and signature. You must mail your exclusion request postmarked by **Month Day, 2021**, to:

Riverplace Settlement Exclusions  
PO Box XXXXX  
City, State zip code

## THE LAWYERS REPRESENTING YOU

### 17. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Class Counsel”: Kate M. Baxter-Kauf, Lockridge Grindal Nauen P.L.L.P, 100 Washington Avenue South, Suite 2200, Minneapolis, MN 55401 and Jean Martin of Morgan & Morgan Complex Litigation Group, 201 N. Franklin Street, 7th Floor, Tampa, Florida 33602.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 18. How will the lawyers be paid?

Class Counsel will request the Court’s approval of an award for attorneys’ fees and reasonable costs and expenses of \$150,000. Class Counsel will also request approval of service award of \$5,000 for the Representative Plaintiffs. Any amount that the Court awards for attorneys’ fees, costs, expenses, and an incentive award will be paid separately by Riverplace and will not reduce the amount of payments to Settlement Class Members who submit valid claims.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

### 19. How do I tell the Court that I do not like the settlement?

You can object to the settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must file a written objection in this case, *Zimmerman v. Riverplace, Inc. et. al.*, Case No. 02-cv-19-6522, with the Clerk of the Court at the address below.

Your objection must include all of the following:

- your full name, address, telephone number, and e-mail address (if any);
- information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, which is described in response to Question 7;

**Questions? Call 1-XXX-XXX-XXXX or visit [WEBSITE]**

- a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe is applicable;
- the identity of all counsel representing you, if any, in connection with your objection;
- the identity of all counsel representing you who will appear at the Final Fairness Hearing;
- a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection;
- a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing;
- your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation);
- a list, by case name, court, and docket number, of all other cases in which you (directly or through counsel) have filed an objection to any proposed class action settlement within the last 3 years;
- a list, by case name, court, and docket number, of all other cases in which your counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last 3 years; and
- a list, by case name, court, and docket number, of all other cases in which you have been a named plaintiff in any class action or served as a lead plaintiff or representative plaintiff.

To be timely, your objection must be **postmarked** to the Clerk of the Court for the Anoka County District Court of the State of Minnesota no later than **Month Day, 2021**.

In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than **Month Day, 2021**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Anoka County Courthouse Court Administration 2100 3rd Ave. Anoka, MN 55303-2489	Kate M. Baxter-Kauf Lockridge Grindal Nauen P.L.L.P 100 Washington Avenue South Suite 2200 Minneapolis, MN 55401	David Ross Wilson Elser LLP 1500 K Street, NW Suite 330 Washington, D.C. 20005

## 20. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FINAL SETTLEMENT APPROVAL HEARING

Questions? Call 1-XXX-XXX-XXXX or visit [WEBSITE]

The Court will hold a hearing to decide whether to grant final approval of the settlement.

#### 21. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Settlement Approval Hearing at \_\_: \_\_ .m. on **Month Day, 2021**, at the Anoka County Courthouse, 2100 3<sup>rd</sup> Ave., Anoka, MN 55303-2489. The hearing may be held virtually or may be moved to a different date or time without additional notice, so it is a good idea to check [WEBSITE] or call [PHONE #]. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for service awards for the Representative Plaintiffs. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

#### 22. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 19, the Court will consider it.

#### 23. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Settlement Approval Hearing. To do so, you must file an objection according to the instructions in Question 19, including all the information required by items (v), (vi), and (vii). Your objection must be **filed** with the Clerk of the Court for the Anoka County District Court of the State of Minnesota no later than **Month Day, 2021**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel listed in Question 19, postmarked no later than **Month Day, 2021**.

### IF YOU DO NOTHING

#### 24. What happens if I do nothing?

If you do nothing, you will get no benefits from this Settlement. Unless you exclude yourself, after the settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Riverplace about the legal issues in this case, ever again.

### GETTING MORE INFORMATION

#### 25. How do I get more information?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at [WEBSITE]. You may also write with

**Questions? Call 1-XXX-XXX-XXXX or visit [WEBSITE]**

questions to Riverplace Claims Administrator, PO Box XXXXX, City, State Zip. You can also get a Claim Form at the website, or by calling the toll-free number, [PHONE].

**Questions? Call 1-XXX-XXX-XXXX or visit [WEBSITE]**

# EXHIBIT C

STATE OF MINNESOTA  
COUNTY OF ANOKA

DISTRICT COURT  
TENTH JUDICIAL DISTRICT

Case Type: Personal Injury

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JASON ZIMMERMAN, on behalf of  
himself and all others similarly situated,

Civil File No. 02-CV-19-6522  
Honorable Jonathan N. Jasper

Plaintiff,

v.

CLASS ACTION

RIVERPLACE COUNSELING  
CENTER, INC.

Defendant.

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**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONALLY CERTIFYING SETTLEMENT CLASS, DIRECTING DISTRIBUTION OF NOTICE OF PROPOSED SETTLEMENT, APPOINTING COUNSEL FOR THE SETTLEMENT CLASS, AND SETTING HEARING FOR DETERMINATION OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, Plaintiff Jason Zimmerman and Defendant Riverplace Counseling Center, Inc. (“Riverplace”), have entered into a Settlement Agreement and Release, dated as of [DATE] (“Settlement Agreement”), which is intended to resolve the above-entitled consolidated class action litigation (the “Lawsuit”);

WHEREAS, the Court finds that it has jurisdiction over the Lawsuit; and

WHEREAS, the Settlement Agreement, together with the exhibits thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Lawsuit with prejudice; and

WHEREAS, the Court has before it Plaintiff Jason Zimmerman's Unopposed Motion for Preliminary Approval of Class Action Settlement, Conditional Certification of Class, and Approval of Notice and supporting Memorandum of Law, together with the Settlement Agreement and the exhibits thereto; and

WHEREAS, the Court is satisfied that the terms and conditions set forth in the Settlement Agreement were the result of good faith, arm's length settlement negotiations between competent and experienced counsel, and is further satisfied that the requirements for granting preliminary approval of the Settlement are otherwise satisfied;

**IT IS HEREBY ORDERED** as follows:

**I. Preliminary Approval of the Settlement Agreement**

A. Unless otherwise provided herein, the terms used in this Order are defined in accordance with the definitions of such terms set forth in the Settlement Agreement.

B. The terms of the Settlement Agreement are hereby preliminarily approved, subject to further consideration at the Final Approval Hearing provided for herein. The Court finds that the Settlement Agreement and the Settlement terms set forth therein are sufficiently within the range of reasonableness, and that such Settlement Agreement and Settlement merit possible final approval. The Court further finds that notice of the proposed Settlement should be given to members of the Settlement Class in the manner provided for in this Order and pursuant to the Notice of Proposed Settlement plan set forth in the Settlement Agreement.

## II. Conditional Certification of the Settlement Class

A. The Court conditionally finds that: (1) Plaintiff is a member of the Settlement Class; (2) Plaintiff can fairly and adequately represent the interests of the Settlement Class; and (3) Plaintiff's claims are typical of the claims of the Settlement Class. The Court conditionally appoints Plaintiff as Class Representative for the Settlement Class.

B. The Court conditionally determines that the Settlement Class meets all applicable requirements of Minn. R. Civ. P. 23, and the Court conditionally certifies, for settlement purposes only, the following Settlement Class: All persons whose personally identifiable information and protected health information ("PII") was potentially compromised in a cybersecurity incident announced by Riverplace on or about April 11, 2019. In addition, specifically excluded from the Settlement Class are: (i) Riverplace's officers, directors, and employees; (ii) any entity in which Riverplace has a controlling interest; (iii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Riverplace, and (iv) all persons who make a timely election to be excluded from the Class. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

C. The Court conditionally finds that, for purposes of settlement of the Lawsuit only, the Settlement Class satisfies the requirements of Minn. R. Civ. P. 23.01, as follows:

(1) In accordance with Minn. R. Civ. P. 23.01(a), the Settlement Class members are so numerous that joinder of all such persons is impracticable.

(2) In accordance with Minn. R. Civ. P. 23.01(b), there are questions of law and/or fact common to the Settlement Class members.



(3) In accordance with Minn. R. Civ. P. 23.01(c), the claims of the Class Representative are typical of the claims of the Settlement Class.

(4) In accordance with Minn. R. Civ. P. 23.01(d), the Class Representative will fairly and adequately represent the interests of the Settlement Class, and does not have interests that are antagonistic to the Settlement Class.

D. The Court further conditionally finds that, for purposes of settlement of the Lawsuit only, the Settlement Class satisfies the requirements of Minn. R. Civ. P. 23.02(c), in that (1) questions of fact and/or law common to Settlement Class members predominate over any questions affecting only individual Settlement Class members, and (2) a class action is superior to other available methods for fairly and efficiently adjudicating the dispute. In addition, the Court conditionally finds that the Parties' ability to resolve the Lawsuit on terms applicable to all Settlement Class members establishes the predominance of common legal and factual questions for purposes of the Settlement, and that a class action is the superior means of resolving the dispute because individual Settlement Class members have demonstrated no interest in prosecuting separate actions, and the cost of litigation far outpaces any individual recovery available to any Settlement Class member.

E. The Court therefore conditionally certifies, for settlement purposes only, the Settlement Class as defined in Section II(A) of this Order.

### **III. Appointment of Class Counsel**

A. The Court hereby appoints the following as Class Counsel for the Settlement Class:

Kate M. Baxter-Kauf  
Lockridge Grindal Nauen P.L.L.P  
100 Washington Avenue South  
Suite 2200  
Minneapolis, MN 55401  
(612) 339-6900

Jean Sutton Martin  
Morgan & Morgan Complex Litigation Group  
201 N. Franklin Street, 7th Floor  
Tampa, Florida 33602  
(813) 223-5505

B. In appointing Class Counsel for the Settlement Class, the Court has considered the work that such counsel have performed in representing Plaintiff. The Court finds, pursuant to Minn. R. Civ. P. 23.07, that such counsel: (1) has adequate experience in handling class actions, other complex litigation, and the types of claims asserted in this Lawsuit; (2) has demonstrated knowledge of the applicable law; and (3) has committed, and will continue to commit, adequate resources to representing the Settlement Class.

#### **IV. Final Approval Hearing and Related Deadlines**

A. The Court hereby sets a Final Approval Hearing to: (1) finally determine whether the Settlement Class satisfies the requirements of Minn. R. Civ. P. 23 and should be finally certified for settlement purposes only; (2) review objections, if any, to the Settlement Agreement and the Settlement terms set forth therein; (3) consider the fairness, reasonableness and adequacy of the Settlement; (4) consider Class Counsel's application for an award of attorneys' fees and expenses; (5) consider Class Counsel's application for a Service Award for Plaintiff; (6) determine the validity of any Requests for Exclusion from the Settlement Class, and exclude from the Settlement Class those persons who

submitted a valid and timely Request for Exclusion; and (7) consider whether the Court shall issue a final order and judgment approving the settlement and dismissing the Lawsuit with prejudice pursuant to Minn. R. Civ. P. 54.02.

B. The Final Approval Hearing is scheduled for \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 2021 (“Final Approval Hearing Date”) in Courtroom \_\_\_\_, Anoka County Government Center, 2100 3rd Avenue, Anoka, MN 55303. This date shall be at least one hundred thirty-five (135) days after the date of this Order. The Court may issue instructions for the Final Approval Hearing to be held remotely consistent with COVID-19 or other public health and safety guidance from the Minnesota and Anoka County Courts.

C. The Court further sets the following additional deadlines:

(1) Notice of Proposed Settlement shall be provided to the Settlement Class no later than forty-five (45) days after entry of this Order (the “Notice Date”), which shall be, in no event, less than 65 days before the Final Approval Hearing;

(2) Requests for Exclusion from the Settlement Class and Objections to the Settlement shall be delivered to the Claims Administrator at the address provided in the Notice and/or postmarked no later than sixty (60) days after the Notice Date (the “Opt-Out and Objection Deadline”);

(3) All Claim Forms shall be delivered to the Claims Administrator at the address provided in the Notice and/or postmarked or submitted via the Settlement website no later than ninety (90) days after the Notice Date (the “Claims Deadline”);

(4) Any applications for attorneys' fees and expenses and Service Award shall be filed at least fourteen (14) days before the Opt-Out and Objection Deadline;

(5) All briefing and/or other papers to be submitted in support of any Objection to the Settlement shall be filed at least thirty (30) days before the Final Approval Hearing Date; and

(6) All briefing and/or other papers to be submitted in support of final approval of the Settlement, or in opposition to any Objection to the Settlement, shall be filed at least fourteen (14) days before the Final Approval Hearing Date;

D. The Final Approval Hearing Date shall be subject to adjournment by the Court without further notice to the members of the Settlement Class, other than that which may be posted by the Court.

## **V. Notice to Settlement Class**

A. The Court finds that the Notice Program (1) meets the requirements of Minn. R. Civ. P. 23.03(b) and due process; (2) is the best practicable notice under the circumstances; (3) is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Lawsuit and their right to object to the Settlement or opt-out of the Settlement Class; and (4) is reasonable and constitutes due, adequate and sufficient notice to all those entitled to receive notice of the Settlement.

B. The Court further finds, pursuant to Minn. R. Civ. P. 23.03(b), that the proposed Notice of Proposed Settlement informs members of the Settlement Class of their rights in the Lawsuit. The Notice of Proposed Settlement clearly and concisely states (1) the nature of the Lawsuit; (2) the class definition; (3) the class claims; (4) that the

Settlement Class member may appear through counsel; (5) that the Court shall exclude from the Settlement Class any potential member who requests exclusion; (6) the time and manner for requesting exclusion from the Settlement Class; and (7) the binding effect of a class judgment on Settlement Class members.

C. The Court hereby approves the Notice Program, Notice of Proposed Settlement, and Claim Form as set forth in the Settlement Agreement and as attached as Exhibits to the Settlement Agreement. The Parties shall cause the Notice of Proposed Settlement and Claim Form to be disseminated in the manner set forth in the Notice Program on the Notice Date. Prior to the Final Approval Hearing, the Parties, through their counsel, shall file with the Court a sworn statement attesting to compliance with the Notice Program.

## **VI. Opt-Out Provision**

A. Potential Settlement Class members are permitted to opt-out of the settlement by requesting exclusion from the Settlement Class. Any potential Settlement Class member who wishes to be excluded from the Settlement Class must comply with the terms for requesting exclusion from the Settlement Class as set forth in the Settlement Agreement, by forwarding a written Request for Exclusion to the Claims Administrator on or before the Opt-Out and Objection Deadline. Any such Request for Exclusion must fully comply with the requirements for such document as set forth in the Settlement Agreement. Settlement Class members may not file mass or class-wide Requests for Exclusion, and must do so individually.

B. Any potential Settlement Class member who does not validly and timely request exclusion from the Settlement Class shall be bound by all proceedings, orders and judgments in the Lawsuit, whether or not such person objected to the Settlement and whether or not such person sought or received an Award pursuant to the Settlement Agreement.

## **VII. Objection to Settlement**

A. Any member of the Settlement Class may, but need not, submit comments or objections concerning the Settlement. Any Settlement Class member may object to the fairness, reasonableness or adequacy of (1) any of the terms of the Settlement; (2) entry of a Final Order and Judgment approving the Settlement; (3) Class Counsel's application for attorneys' fees and expenses; and/or (4) Class Counsel's application for a Service Award for Plaintiff. To do so, any Settlement Class member must comply with the terms for objections to the settlement as set forth in the Settlement Agreement, by filing with the Court and mailing to Class Counsel and Riverplace's counsel written objections that include: (1) the title of the case; (2) the Class Member's name, address, and telephone number; (3) the approximate date when the Class Member was a patient at Riverplace; (4) all legal and factual bases for any objection; and (5) copies of any documents that the Class Member wants the Court to consider.

B. Should the Class Member wish to appear at the final approval hearing, the Class Member must so state, and must identify any documents or witnesses the Class Member intends to call on his or her behalf. In addition, any Class Member objecting to the settlement shall provide a list of all other objections submitted by the objector, or the

objector's counsel on behalf of the objector, to any class action settlement in the United States in the previous five years.

C. Only members of the Settlement Class who served valid and timely objections in accordance with the terms of the Settlement Agreement shall be entitled to be heard at the Final Approval Hearing. Any Settlement Class member who does not timely serve a valid and timely objection shall be deemed to have waived any such objection.

### **VIII. Additional Orders**

A. All applicable pre-trial deadlines in the Lawsuit shall be continued indefinitely so that the Parties shall in no way be prejudiced by their efforts to resolve the Lawsuit through the Settlement Agreement.

B. If the Settlement Agreement is terminated and/or the Settlement is not consummated for any reason, the conditional certification of the Settlement Class shall be void, Riverplace having reserved all of its rights to (1) oppose any and all class certification motions, (2) contest the adequacy of Plaintiff as typical or adequate representative of any putative class, (3) contest the merits of Plaintiff's claims, and (4) contest the adequacy of Class Counsel. Similarly, Plaintiff reserves all of his rights, including the right to continue with the Lawsuit, if the Settlement Agreement is terminated and/or the Settlement is not consummated for any reason.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Jonathan N. Jasper

Anoka County District Court Judge



# EXHIBIT D

STATE OF MINNESOTA  
COUNTY OF ANOKA

DISTRICT COURT  
TENTH JUDICIAL DISTRICT

Case Type: Personal Injury

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JASON ZIMMERMAN, on behalf of  
himself and all others similarly situated,

Civil File No. 02-CV-19-6522  
Honorable Jonathan N. Jasper

Plaintiff,

v.

CLASS ACTION

RIVERPLACE COUNSELING CENTER,  
INC.

Defendant.

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**[PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

WHEREAS, this matter has come before the Court pursuant to the Plaintiff's Motion for Order and Judgment Granting Final Approval of Class Action Settlement and Certifying Settlement Class (the "Motion");

WHEREAS, the Court finds that it has jurisdiction over the Lawsuit;

WHEREAS, on [DATE], the Court granted Plaintiff Jason Zimmerman's Unopposed Motion for Preliminary Approval of Class Action Settlement, Conditional Certification of Class, and Directing Distribution of Notice of Proposed Settlement (the "Preliminary Approval Order");

WHEREAS, the Settlement Class conditionally certified in the Preliminary Approval Order has been appropriately certified for settlement purposes only;

WHEREAS, the Court held a hearing on [DATE] to consider the fairness, reasonableness and adequacy of the settlement, and has been advised of all objections to the settlement and has given fair consideration to such objections;

WHEREAS, the Court has considered (1) the Motion, accompanying Memorandum, and all files and exhibits thereto; (2) the Settlement Agreement and Release as of [DATE] (“Settlement Agreement”) entered into between Plaintiff on behalf of himself and all others similarly situated and Riverplace Counseling Center (“Riverplace”), and the exhibits thereto, and (3) the objections to the settlement, if any;

WHEREAS, the Court is otherwise fully advised and has considered the record of these proceedings and the applicable law;

**IT IS HEREBY ORDERED THAT:**

**I. Final Approval of the Settlement Agreement**

A. Unless otherwise provided herein, the terms used in this Order and Judgment are defined in accordance with the definitions of such terms set forth in the Settlement Agreement.

B. The terms of the Settlement Agreement are approved. The Settlement is in all respects fair, reasonable, adequate and proper, and in the best interest of the Settlement Class. In reaching this conclusion, the Court has considered factors that include: (1) an assessment of the likelihood that the Plaintiff would prevail at trial; (2) the range of possible recovery available to the Plaintiff and the Settlement Class; (3) the consideration provided to Settlement Class members pursuant to the Settlement Agreement as compared to the range of possible recovery discounted for the inherent

risks of litigation; (4) the complexity, expense and possible duration of the Lawsuit in the absence of a settlement; (5) the nature and extent of the objections to the Settlement, if any; and (6) the stage of proceedings at which the Settlement was reached.

C. Under the terms of the Settlement Agreement, Riverplace shall establish Relief to the Settlement Class in a claims-made settlement. Settlement Class members may submit claims with a \$950 cap for any individual member's recovery, and an overall \$300,000 cap on all claims payments for all Settlement Class members cumulatively (or a \$275,000 cap if Class notice costs exceed \$45,000), with a *pro rata* reduction for each Settlement Class member's recovery if the \$300,000 cap (or \$275,000 cap if Class notice costs exceed \$45,000) is exceeded. If cumulative claims payments do not exceed the \$300,000 cap (or \$275,000 cap if Class notice costs exceed \$45,000), Riverplace's payment obligation will equal, and shall not exceed, the total cumulative claims payments. Settlement Class members may submit a claim for the relief offered as follows:

(1) Credit Monitoring. Settlement Class members may submit a claim to choose between (a) two years' credit monitoring or (b) a \$30 cash payment for reimbursement of credit monitoring coverage the Settlement Class member purchased during the period of April 1, 2020 through February 18, 2021, with a requirement that Settlement Class members submit written documentation of their purchase of credit monitoring coverage during the April 1, 2020-February 18, 2021 period.

(2) Compensatory relief for documented out-of-pocket costs, up to a total of \$950 per Settlement Class member, upon submission of a claim together with

supporting documentation are eligible to receive reimbursement for documented out-of-pocket expenses, to establish that the expenses were incurred as a result of the cybersecurity incident for any of the following: (i) costs and expenses spent addressing identity theft or fraud, including 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, and gasoline for travel; (ii) losses caused by restricted access to funds (*i.e.*, costs of taking out a loan, ATM withdrawal fees); (iii) preventative costs including placing security freezes on credit reports, or requesting copies of credit reports for review; (iv) late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees; (v) documented losses that were not reimbursed; or (vi) fees paid to purchase credit monitoring coverage during the April 1, 2020-February 18, 2021 period that exceed the \$30 referenced in the immediately preceding paragraph.

(3) If, under penalty of perjury, a Settlement Class member affirms spending a minimum of at least one full hour exclusively dealing with the cybersecurity incident announced by Riverplace on or about April 11, 2019, \$20 per Settlement Class member per hour for a maximum of two hours.

D. Riverplace shall pay all claims and costs of Claims Administration Costs as outlined in the Settlement Agreement. If Class notice costs exceed \$45,000, the \$300,000 cap on all claims payments for all Settlement Class members cumulatively shall be accordingly reduced to an amount not to be below a \$275,000 cap.

E. The Settlement Agreement was entered into by experienced counsel after extensive, arm's length negotiations. The Settlement is not the result of collusion. The Settlement was entered into in good faith. Class Counsel and the Plaintiff have fairly and adequately represented the Settlement Class for purposes of entering into and implementing the Settlement.

F. The Court finds that there is no just reason for delay in entering the Final Order and Judgment Approving Settlement pursuant to Minn. R. Civ. P. 54.02, because (1) delay would not be in the best interests of the Settlement Class members, who will be able to receive benefits shortly after entry of the Final Order and Judgment Approving Settlement; and (2) judicial economy and administration would be served by the efficient resolution of the claims of Settlement Class members by means of the Settlement.

## **II. Class Certification**

A. The Court conditionally certified the following Settlement Class in the Preliminary Approval Order: All persons whose personally identifiable information and protected health information ("PII") was potentially compromised in a cybersecurity incident announced by Riverplace on or about April 11, 2019. In addition, specifically excluded from the Settlement Class were: (i) Riverplace's officers, directors, and employees; (ii) any entity in which Riverplace has a controlling interest; (iii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Riverplace, and (iv) all persons who made a timely election to be excluded from the Class. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

B. The Court finds that, for purposes of settlement of the Lawsuit only, the Settlement Class satisfies the requirements of Minn. R. Civ. P. 23.01, as follows:

(1) In accordance with Minn. R. Civ. P. 23.01(a), the Settlement Class members are so numerous that joinder of all such persons is impracticable.

(2) In accordance with Minn. R. Civ. P. 23.01(b), there are questions of law and/or fact common to the Settlement Class members.

(3) In accordance with Minn. R. Civ. P. 23.01(c), the claims of the Class Representative are typical of the claims of the Settlement Class.

(4) In accordance with Minn. R. Civ. P. 23.01(d), the Class Representative will fairly and adequately represent the interests of the Settlement Class, and does not have interests that are antagonistic to the Settlement Class.

C. The Court further finds that, for purposes of settlement of the Lawsuit only, the Settlement Class satisfies the requirements of Minn. R. Civ. P. 23.02(c), in that (1) questions of fact and/or law common to Settlement Class members predominate over any questions affecting only individual Settlement Class members, and (2) a class action is superior to other available methods for fairly and efficiently adjudicating the dispute. The Parties' ability to resolve the Lawsuit on terms applicable to all Settlement Class members establishes the predominance of common legal and factual questions for purposes of settlement of the Lawsuit only. Moreover, for purposes of settlement of the Lawsuit only, a class action is the superior means of resolving the dispute because individual Settlement Class members have demonstrated no interest in prosecuting

separate actions, and the cost of litigation far outpaces any individual recovery available to any Settlement Class member.

D. The Court therefore certifies, for settlement purposes only, the Settlement Class as defined in Section II(A) of this Order.

### **III. Notice**

A. The Court finds that the Notice program: (1) satisfied the requirements of Minn. R. Civ. P. 23.03(b) and due process; (2) was the best practicable notice under the circumstances; (3) reasonably apprised Settlement Class members of the pendency of the Lawsuit and their right to object to the settlement or opt-out of the Settlement Class; and (4) was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice.

B. The Court further finds, pursuant to Minn. R. Civ. P. 23.03(b), that the Notice of Proposed Settlement adequately informed Settlement Class members of their rights with respect to the Lawsuit.

### **IV. Dismissal With Prejudice**

The Court hereby enters a judgment of dismissal of the Complaint in the Lawsuit with prejudice and without costs (except as specified herein), pursuant to Minn. R. Civ. P. 54.02.

### **V. Attorneys' Fees and Expenses and Incentive Awards**

A. The Court hereby grants Class Counsel's application for an award of reasonable attorneys' fees and costs in the amount of One Hundred Fifty Thousand



Dollars (\$150,000.00) to be paid by Riverplace in accordance with the terms of the Settlement Agreement.

B. The Court further grants Class Counsel's application for a Service Award, in the amount of Five Thousand Dollars (\$5,000.00) to be paid to Jason Zimmerman by Riverplace in accordance with terms of the Settlement Agreement.

C. The Court approves the manner of Claims Payments outlined in the Settlement Agreement.

## **VI. Releases**

A. The Court finds that, pursuant to the terms of the Settlement Agreement, each Releasing Party shall be deemed to have released and forever discharged each Released Party of and from liability for any and all Released Claims as defined in the Settlement Agreement.

B. The Court further finds that, pursuant to the terms of the Settlement Agreement, each Released Party shall be deemed to have fully, finally and forever released, relinquished and discharged the Plaintiff and members of the Settlement Class, and their attorneys, accountants, experts, consultants, insurers and agents, from all claims of every nature and description, known or unknown, relating to the initiation, assertion or prosecution of the Lawsuit and/or the Released Claims.

## **VII. Opt-Outs**

A list of those members of the Settlement Class who have timely and validly elected to opt-out of the Settlement Class, and who therefore are not bound by the Settlement, the provisions of the Settlement Agreement, and this Order and Judgment,

has been submitted to the Court and is attached to this Order and Judgment as Exhibit A and incorporated herein by reference. All other Settlement Class members (as finally certified by this Order and Judgment) shall be subject to all of the provisions of the Settlement Agreement and this Order and Judgment.

**VIII. Continuing Jurisdiction**

Without in any way affecting the finality of this Order and Judgment, the Court hereby retains jurisdiction over the Parties to the Settlement, including all Settlement Class members, to construe and enforce the Settlement Agreement in accordance with its terms for the mutual benefit of the Parties.

**LET JUDGMENT BE ENTERED ACCORDINGLY.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Jonathan N. Jasper  
Anoka County District Court Judge

**EXHIBIT A**

[List of individuals that have requested exclusion]