UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

IN RE FOREFRONT DATA BREACH LITIGATION This Document Relates to: ALL ACTIONS.	)))))))))))	Master File No. 1:21-cv-00887-LA

DECLARATION OF TINA WOLFSON IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

I, Tina Wolfson, declare as follows:

1. I am a partner and founding member of Ahdoot & Wolfson, PC ("AW"), and a member in good standing of the bar of the State of California, the State of New York, and the District of Columbia. I submit this declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement in this action.[1] I make the following declaration based on my own personal knowledge and, where indicated as based on information and belief, that the following statements are true. If called upon as a witness, I could and would competently testify as follows.

2. AW, along with our co-Class Counsel are highly experienced in complex consumer class-action litigation—in particular, data breach class actions—and negotiated this Settlement at arm's length.

3. Given the numerous substantial hurdles and inherent risks Plaintiffs face with respect to their claims, the risks inherent in complex class action litigation, the reaction of Class

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[1] Unless otherwise noted, all capitalized terms not separately defined herein have the meaning ascribed to them in the Settlement Agreement (ECF No. 57-1).

Members to the Settlement, and based on my extensive experience in complex class actions similar to this Action, I believe that the Settlement achieved in this case is fair, reasonable, and adequate and represents an excellent result for the Class.

4. The Settlement establishes a non-reversionary common fund of $3,750,000 to pay for valid claims. Class Members may elect to receive: two years of Credit Monitoring and Insurance Services ("CMIS"), and/or a payment of up to $10,000 for Documented Losses, and/or a payment for Lost Time of up to five hours at $25 per hour (maximum of $125). In the alternative to the foregoing, Class Members can elect a *pro rata* cash payment ("Cash Fund Payment"). In addition, as part of the Settlement, Forefront has agreed to implement various valuable data security measures to help protect Class Members' Personal Information from future ransomware attacks.

5. The Settlement is the result of prolonged arm's length negotiations between experienced counsel who had a comprehensive understanding of the strengths and weaknesses of each party's claims and defenses. The negotiations were mediated and facilitated by an experienced mediator with substantial experience in class actions, including data breach class actions.

6. The Settlement was reached only after Class Counsel analyzed information provided by Forefront in informal and confirmatory discovery and performed other research and investigation related to the Ransomware Attack. Plaintiffs have expended significant efforts researching and preparing their opposition to Defendant's motion and continued their factual investigation of the Ransomware Attack in anticipation of discovery. The Settlement came at a critical juncture in the litigation, before litigation risks, efforts, and costs would truly begin to increase.

7.   After the Court preliminarily approved the Settlement and the Settlement's Notice Plan on October 3, 2022 (*see* Order Granting Preliminary Approval of Class Action Settlement, ECF No. 58), Class Counsel worked closely with the Settlement Administrator to implement the Notice Plan.

8.   In my opinion, the reaction from Class Members to the Settlement is resoundingly positive.

9.   The deadline for Class Members to opt-out or object to the Settlement was January 24, 2023. The Settlement Administrator reports that, as of February 3, 2023, 137 persons submitted timely requests for exclusion from the Settlement and there was only one objection.

10.   The Claims Deadline is February 8, 2023. A similar claims process employed in numerous data breach class action settlements is being employed and overseen by a highly experienced Settlement Administrator.

11.   The value achieved through the Settlement Agreement here is guaranteed, where chances of prevailing on the merits are uncertain. There are numerous substantial hurdles that Plaintiffs would have to overcome before the Court might find a trial appropriate. Data breach cases, particularly, face substantial hurdles in surviving even past the pleading stage and are among the most risky and uncertain of all class action litigation.

12.   Forefront disputes Plaintiffs' allegations and denies that it is liable for any harm caused to Plaintiffs from the cyberattack. Forefront indicated it will vigorously defend the case and has already filed an extensive motion to dismiss for failure to state a claim upon which relief can be granted.

13.   Despite Plaintiffs' confidence in the strength of this case, numerous legal issues and factual disputes exist that undermine the certainty of a more favorable outcome for the Class.

The Settlement is a prudent course in view of the risks Plaintiffs face going forward. Given that all Class Members will be eligible to elect CMIS or a cash payment, the Settlement provides benefits that address all potential harms of a data breach without the substantial risk of continued litigation, which includes the risk of dismissal or judgement against Plaintiffs.

14.   The named Plaintiffs have been actively engaged in this litigation, and were essential to the success achieved. Among other things, they provided information to Class Counsel, gathered documents, reviewed pleadings, stayed updated about the litigation, and reviewed and approved the Settlement. The Settlement would not have been possible without the effort and commitment of the Plaintiffs, who sacrificed their time and put their name on the line for the sake of the Class. Their commitment is notable given the modest size of their personal financial stakes in the matter. Plaintiffs have no conflicts of interest with the other members of the Settlement Class, had their Personal Information allegedly comprised in the same Ransomware Attack as the other Class Members, and share the Class's interests of maximizing their recovery and preventing future harm.
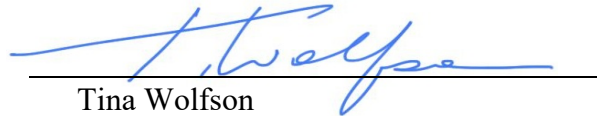
15.   The Settlement achieved in this litigation is the product of the initiative, investigations, and hard work of skilled counsel.

16.   Based on my experience and my knowledge regarding the factual and legal issues in this matter, and given the substantial benefits provided by the Settlement, it is my opinion that the proposed Settlement in this matter is fair, reasonable, and adequate, and is in the best interests of the Settlement Class.

17.   Prior to the filing of the Motion for Final Approval and this Declaration, Defense Counsel informed Class Counsel of the following: Christoperh Ian Pryby contacted counsel for Forefront prior to the filing of his objection. Mr. Pryby requested, among other things, a stipulation

from Forefront to allow him to conduct "limited early discovery." In lieu of burdening the Court and in full transparency, Forefront voluntarily provided answers to each of the six questions posed by Mr. Pryby, offered to provide Mr. Pryby with a complete copy of his medical records, and invited any further questions. Additionally, Forefront offered to assist Mr. Pryby with making a claim and agreed to accept a claim from Mr. Pryby, even if it was made after the Claims Deadline.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 8th day of February 2023, at Los Angeles, California.

Tina Wolfson