

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

IN RE FOREFRONT DATA BREACH
LITIGATION

Case No. 1:21-cv-00887-LA

Hon. Lynn Adelman

This Document Relates to: ALL ACTIONS.

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
DENYING OBJECTION**

The Court having held a Final Approval Hearing on March 1, 2023, at _____ .m., in the Courtroom of The Honorable Lynn Adelman, United States District Court for the Eastern District of Wisconsin (Green Division), Jefferson Court Building, 125 S. Jefferson St., Room 102, Green Bay, Wisconsin 54301-4541, and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this Final Approval Order (this “Order”) and good cause appearing therefore, and having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. This Court has jurisdiction over the subject matter of the Action and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Class Members. Venue is proper in this Court.

2. This Order incorporates and makes a part hereof: (a) the Class Action Settlement Agreement, dated August 31, 2022 (“Settlement Agreement”), including the definitions in the Settlement Agreement and (b) the Notices attached as Exhibits thereto, respectively, all of which

were filed with the Court on September 1, 2022. All terms used in this Order have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein.

3. Certification of the Settlement Class for Purposes of Settlement. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court certifies, solely for purposes of effectuating the Settlement, this Action as a class action on behalf of a Settlement Class¹ defined as: all natural persons who are residents of the United States whose Personal Information was compromised in the Ransomware Attack and were sent, either by U.S. Mail or e-mail, notice by Forefront that their Personal Information may have been compromised in the Ransomware Attack. Excluded from the Settlement Class are: (1) the Judges presiding over the Action and members of their families; (2) Forefront, its subsidiaries, parent companies, successors, predecessors, and any entity in which Forefront or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person (the “Settlement Class”).

4. Class Representatives. Plaintiffs Judith Leitermann, Lynn Anderson, and Milan Kunzelmann (“Class Representatives”) are hereby appointed, for settlement purposes only, as representatives for the Settlement Class for purposes of Rule 23 of the Federal Rules of Civil Procedure.

5. Class Counsel. Tina Wolfson and Andrew W. Ferich of Ahdoot & Wolfson, PC, and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC are hereby appointed, for settlement purposes only, as counsel for the Settlement Class pursuant to Rules 23(c)(1)(B)

¹ The capitalized terms used in this [Proposed] Order Granting Final Approval of Class Action Settlement shall have the same meaning as defined in the Class Action Settlement Agreement and Release (the “Settlement Agreement”).

and (g) of the Federal Rules of Civil Procedure.

6. Class Notice. The Court finds that the dissemination of Notice to Settlement Class Members: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the releases to be provided thereunder); (v) Class Counsel's motion for a Fee Award and Costs and for Service Awards to the Class Representatives; (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for Service Awards to the Class Representatives and for a Fee Award and Costs; and (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all natural persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

7. Class Action Fairness Act Notice. The notice to government officials, as given, complied with 28 U.S.C. § 1715.

8. Objections. The Court has considered the one objection to the Settlement submitted pursuant to Rule 23(e)(5) of the Federal Rules of Civil Procedure. The Court finds and concludes that the objection [is without merit, and is hereby overruled].

9. Final Settlement Approval and Dismissal of Claims. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Settlement Agreement in all respects (including, without limitation:

the consideration provided for in the Settlement; the releases provided for therein; and the dismissal with prejudice of the claims asserted against Forefront in the Action), and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Settlement Class. The Court finds that, pursuant to Rule 23(e)(2), (A) the Class Representatives and Class Counsel have adequately represented the Settlement Class; (B) the Settlement was negotiated at arm's length; (C) the relief provided for the Settlement Class is fair, reasonable, and adequate taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the Settlement Class, including the method of processing Class Member claims; (iii) the terms of the proposed award of attorneys' fees and reimbursement of costs and other expenses, as well as the Service Awards to the Class Representatives; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the Settlement treats Class Members equitably relative to each other. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Settlement Agreement.

10. Dismissal with Prejudice. The Action is hereby dismissed with prejudice as to the Forefront Dermatology, S.C. and Forefront Management, LLC (together, "Forefront Dermatology Defendants"). The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Settlement Agreement.

11. Binding Effect. The terms of the Settlement Agreement and of this Order shall be forever binding on Forefront, Plaintiffs, and all Class Members (regardless of whether or not any individual Class Member submits a Claim Form, seeks or obtains a Settlement benefit, or objected to the Settlement), as well as their respective successors and assigns.

12. Opt Outs. The persons listed on **Exhibit 1**, attached hereto and incorporated by this reference, submitted timely and proper Requests for Exclusion, are excluded from the Settlement

Class, and are not bound by the terms of the Settlement Agreement or this Order.

13. Releases. The releases set forth in Paragraph 4.1 of the Settlement Agreement are expressly incorporated herein in all respects. The releases are effective as of the Effective Date. Accordingly, this Court orders pursuant to this Order, without further action by anyone, upon the Effective Date of the Settlement, and as provided in the Settlement Agreement, that Plaintiffs and each and every member of the Settlement Class (except those individuals whose names appear on **Exhibit 1**) shall have released the Released Claims against the Released Parties. Notwithstanding the foregoing, nothing in this Order shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Order.

14. Future Prosecutions Barred. Plaintiffs and all Class Members are hereby barred and permanently enjoined from instituting, asserting, or prosecuting any or all of the Released Claims against any of the Released Parties.

15. No Admission of Liability. The Court hereby decrees that the Settlement, this Order, and the fact of the Settlement do not constitute admissions or concessions by Forefront Dermatology Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever, or an admission of the appropriateness of class certification for trial or dispositive motion practice. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption or inference against Forefront Dermatology Defendants or any of the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Settlement Agreement or to support a defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense.

16. Attorneys' Fees and Expenses. Class Counsel are awarded attorneys' fees in the amount of \$_____, and reimbursement of costs and expenses in the amount of \$_____, and such amounts shall be paid by the Settlement Administrator pursuant to and consistent with the terms of the Settlement.

17. Service Awards. The Class Representatives are each awarded a Service Award in the amount of \$_____, and such amounts shall be paid by the Settlement Administrator pursuant to and consistent with the terms of the Settlement Agreement.

18. Modification of the Agreement of Settlement. Without further approval from the Court, Plaintiffs, by and through Class Counsel, and Forefront Dermatology Defendants are hereby authorized to agree to and adopt such amendments or modifications of the Settlement Agreement or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Order; and (b) do not materially limit the rights of members of the Settlement Class in connection with the Settlement. Without further order of the Court, Plaintiffs, by and through Class Counsel, and Forefront Dermatology Defendants may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

19. Retention of Jurisdiction. Without affecting the finality of this Order in any way, the Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions pursuant to the Settlement; (b) the Action, until the Effective Date and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms and conditions of the Settlement Agreement, including the exhibits appended thereto; and (c) all Parties, for the purpose of enforcing and administering the Settlement Agreement and the Settlement.

20. Termination of Settlement. If the Settlement is terminated as provided in the

Settlement Agreement or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Settlement Agreement, and this Order shall be without prejudice to the rights of Plaintiffs, Settlement Class members, and Forefront Defermatology Defendants, and the Parties shall be deemed to have reverted *nunc pro tunc* to their respective litigation positions in the Action immediately prior to the execution of the Settlement Agreement.

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Date: _____, 2023

HONORABLE LYNN ADELMAN
UNITED STATES DISTRICT JUDGE

EXHIBIT 1

Exclusion Requests

In Re Forefront Data Breach Litigation, Case No. 1:21-CV-00887-LA

Number	First Name	Last Name	State	Date Submitted
1	Yoones	Mohamad	WI	11/13/2022
2	Shellie	Garnsey	MI	11/14/2022
3	Lianne	Felice	PA	11/14/2022
4	Melissa	Maijala	MI	11/14/2022
5	James	Finley	FL	11/14/2022
6	Carol	Wenthur	WI	11/14/2022
7	Kathy	Bruce	MO	11/14/2022
8	Jessica	Kloehn	WI	11/14/2022
9	Forrest	Bruce	MO	11/14/2022
10	Paul	Davis	IL	11/14/2022
11	Kristina	Hazen	WI	11/14/2022
12	Scott	Fritz	PA	11/15/2022
13	Beverly	Girard	MI	11/15/2022
14	Janice	Van Lente	MI	11/15/2022
15	William	Golembeski	WI	11/15/2022
16	Amy	Badeau Golembeski	WI	11/15/2022
17	Norman	Muenich	OH	11/15/2022
18	Cheryl	Gosnell	MO	11/16/2022
19	Deborah	Carr	PA	11/16/2022
20	Winston	Crenshaw	KY	11/17/2022
21	Dale	Schumann	WI	11/17/2022
22	Regina	Bosch	PA	11/17/2022
23	Melissa	Carothers	KY	11/17/2022
24	Brandi	Baker	IN	11/18/2022
25	Taylor	Carr	PA	11/18/2022
26	Adam	Paul	PA	11/19/2022
27	Judy	Coleman	VA	11/19/2022
28	Donald	Coleman	VA	11/19/2022
29	Deniz	Gursoy	WI	11/19/2022
30	Bruce	Riesterer	IN	11/19/2022
31	Genee	Farr	CA	11/19/2022
32	Keri	Gannon	IL	11/19/2022
33	Michael	Felice	PA	11/19/2022
34	Robert	Tuch	MI	11/20/2022
35	Mary	Garvey	WI	11/20/2022
36	Susan	Batkins	VA	11/20/2022
37	Stuart	Tentoni	WI	11/20/2022
38	Justin	Feldmann	MO	11/20/2022
39	Douglas	Gregory	IA	11/21/2022
40	Clark	Loney	WI	11/21/2022
41	Donna	Summers	PA	11/21/2022
42	Michael	Memillan	MI	11/22/2022
43	Barbara	Memillan	MI	11/22/2022
44	Randall	Spease	MN	11/22/2022

Number	First Name	Last Name	State	Date Submitted
45	Rebecca	Spease	MN	11/22/2022
46	Ashleigh	Coleman	IN	11/22/2022
47	Ashlee	Vyvyan	WI	11/22/2022
48	Rosalie	Natrop	WI	11/22/2022
49	Amy	Shaffer	MI	11/23/2022
50	Roberta	Kupec	PA	11/23/2022
51	Dennis	Metz	WI	11/23/2022
52	Perumal	Bommaiahhasamy	MI	11/23/2022
53	Mrrudhula	Perumal	MI	11/23/2022
54	Amber	Hemmen	KY	11/24/2022
55	Braylon	Hemmen	KY	11/24/2022
56	Entela	Iskali	IL	11/24/2022
57	Betty	Metz	WI	11/24/2022
58	Julie	Wolf	WI	11/25/2022
59	Janice	Moore	PA	11/26/2022
60	Casey	Moore	PA	11/26/2022
61	Brian	De Moulin	WI	11/26/2022
62	Gwen	Demoulin	WI	11/26/2022
63	Ronald	Lapina	PA	11/27/2022
64	Rachel	Lapina	PA	11/27/2022
65	Kenneth	Thomas	IA	11/28/2022
66	Sandy	Bouplon	WI	11/29/2022
67	Gary	Bouplon (Notified As Boutlon)	WI	11/29/2022
68	Dennis	Kloss	MI	11/30/2022
69	Lynn	Laitinen-Kloss	MI	11/30/2022
70	Rakesh	Balan	KY	11/30/2022
71	Donald	Sturgeon	MO	12/1/2022
72	Sheila	Manes	MO	12/5/2022
73	Diane	Rometo	PA	12/5/2022
74	Kevin	Hoppe	WI	12/7/2022
75	Nancy	Hoppe	WI	12/7/2022
76	Michael	Lichtenfels	PA	12/7/2022
77	Mary	Fox	IN	12/8/2022
78	Sammie	Smith	AL	12/9/2022
79	Luann	Erb	WI	12/11/2022
80	Robert	Mcclean	MI	12/12/2022
81	Judith	Mcniel	IA	12/12/2022
82	Alan	Mcniel	IA	12/12/2022
83	Emily	Czarnik-Neimeyer	CA	12/12/2022
84	William	Slater	TN	12/14/2022
85	Vickie	Fennell	PA	12/15/2022
86	Kirk	Wagner	WI	12/16/2022
87	James	Jarvie	PA	12/16/2022
88	Benjamin	White	WI	12/17/2022
89	Todd	Poellet	WI	12/21/2022
90	Cheryl	Poellet	WI	12/21/2022
91	Patricia	Gerner	WI	12/21/2022

Number	First Name	Last Name	State	Date Submitted
92	Eugenia	Algeier	VA	12/22/2022
93	Christian	Daehler	PA	12/25/2022
94	Clara	Montanari	PA	12/29/2022
95	Ashlyn	Miller	IA	12/29/2022
96	Krisa	Miller	IA	12/29/2022
97	Sharon	Teresi	IL	12/29/2022
98	Lawrence	Mores	IL	12/30/2022
99	Kenneth	Mason	CO	12/30/2022
100	Deborah	Stuckey	FL	12/31/2022
101	Cynthia	Sabin	MI	1/1/2023
102	Jason	Barnhart	PA	1/6/2023
103	De'Antre	Harleston	TN	1/7/2023
104	Brian	Thompson	OH	1/8/2023
105	Mariel	Brostowitz	WA	1/10/2023
106	Michael	Mclean	WI	1/11/2023
107	Ronald	Busse	IL	1/11/2023
108	Malachi	Tompkins	MI	1/11/2023
109	Sefk	Alexander	VA	1/15/2023
110	Earl F	Hounshell	OH	1/15/2023
111	Dan	Buechler	WI	1/17/2023
112	Lisa	Hegedus	PA	1/17/2023
113	Kathy	Gibbs	FL	1/19/2023
114	Charles	Anderson	AL	1/20/2023
115	Jessica	Follman	IL	1/21/2023
116	John	Elman	IN	1/21/2023
117	Elaine	Georgiades	PA	1/22/2023
118	Melina	Georgiades	PA	1/22/2023
119	Patti	King	WI	1/24/2023
120	Allison	Bayer	WI	1/24/2023
121	Nadia	Bayer	WI	1/24/2023
122	Michael	Campbell	PA	1/24/2023
123	Amie	Kading	WI	1/24/2023
124	Darlene	Campbell	PA	1/24/2023
125	Francis	Warden	AZ	1/24/2023
126	Deanna	Allen	IA	1/24/2023
127	Paul	Burnside	IA	1/24/2023
128	Marilyn	Wirick	MO	1/24/2023
129	Hildegard	Maldonado	IN	11/18/2022
130	Enrique	Regalado	WI	11/21/2022
131	Nancy	Milford	AL	12/29/2022
132	Marlene	Littlejohn	FL	12/31/2022
133	Dale	Baxter	WI	1/4/2023
134	Eileen	Devilling	PA	1/10/2023
135	Cora	DuFresne	WI	1/17/2023
136	Kristina	DuFresne	WI	1/17/2023
137	Maureen	Yazvac	PA	1/24/2023