

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF WISCONSIN
Keith Tesky et al. v. Bone & Joint Clinic, S.C., Case No. 23-cv-184

A court has authorized this notice. This is not a solicitation from a lawyer.

Para una notificación en español, pueda llamar 1-877-389-4282 o visitar nuestro sitio de web
 BoneJointSettlement.com

**If You Were Subject to the Bone & Joint Clinic, S.C. Data Incident
 and Previously Received a Notice Letter Notifying You of the Data Incident,
 You Could Be Eligible for a Payment from a Class Action Settlement.**

- You may be eligible to receive a payment from a proposed \$575,000.00 non-reversionary class action settlement (the “Settlement Fund”).
- The class action lawsuit concerns a ransomware cyberattack discovered on January 16, 2023 (the “Data Incident”) involving Bone & Joint Clinic, S.C. (“Bone & Joint”) in which it was determined that an unauthorized third party gained access to Bone & Joint’s systems, which potentially impacted the personally identifiable information (“PII”) and personal health information (“PHI”) of approximately 105,094 individuals, including, for patients: name, date of birth, Social Security number, driver’s license, home address, phone number, health insurance information, and diagnosis and treatment information; and for employees: name, address, phone number, date of birth, Social Security number, and other PII, which might include driver’s license number, state ID number, and/or passport number, along with employees’ spouses’, dependents’, and beneficiaries’ PII (collectively referred to in the Settlement Agreement as “Private Information”). Bone & Joint denies any wrongdoing and denies that it has any liability but has agreed to settle the lawsuit on a classwide basis to avoid the burden and expense of litigation without in any way acknowledging fault or liability. The settlement in no way should be construed as an admission of any liability, wrongdoing, or fault by Bone & Joint.
- To be eligible to make a claim, you must have received a notice letter of the Bone & Joint Data Incident that occurred in January 2023.
- Eligible claimants under the Settlement Agreement will be eligible to receive one or both of the following settlement benefits:
 - ❖ **Out-of-Pocket Losses:** Reimbursement for the actual amount of unreimbursed Out-of-Pocket Losses or expenses up to \$5,000.00, with supporting documentation of the monetary losses or expenses; and/or
 - ❖ **Pro Rata Cash Payment:** \$75.00 cash payment from the Settlement Fund that will be increased or decreased pro rata depending on the amount remaining in the Settlement Fund after allocation of the Settlement Fund for reimbursement of documented Out-of-Pocket Losses, attorneys’ fees and expenses, Service Awards, and Notice and Administrative Expenses. By submitting a Claim Form, you must attest that you believe that you have suffered any harm associated with the Data Incident. You do not have to include documentation.
- For more information or to submit a claim, visit BoneJointSettlement.com or call 1-877-389-4282 Monday through Saturday, between 8:30 a.m. and 5:00 p.m. ET.
- **Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

SUMMARY OF LEGAL RIGHTS		DEADLINE
Submit a Claim Form	The only way to receive payment.	Submitted or Postmarked on or Before October 15, 2025
Exclude Yourself By Opting Out of the Class	Receive no payment. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims if you are a Class Member.	Submitted or Postmarked on or Before September 15, 2025

Object to the Settlement and/or Attend the Final Approval Hearing	You can write the Court about why you agree or disagree with the settlement. The Court cannot order a different settlement. You can also ask to speak to the Court at the Final Approval Hearing on January 7, 2026 , about the fairness of the settlement, with or without your own attorney.	Received on or Before September 15, 2025
Do Nothing	Receive no payment. Give up rights if you are a Class Member.	No Deadline

- Your rights and options as a Class Member—and the deadlines to exercise your rights—are explained in this notice.
- The Court will still have to decide whether to approve the settlement. Payments to Class Members will be made if the Court approves the settlement and after any possible appeals are resolved.

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BASIC INFORMATION

1. Why is there a notice?

The Court authorized this notice because you have a right to know about the settlement, and all of your options, before the Court decides whether to give “final approval” to the settlement. This notice explains the nature of the lawsuit that is the subject of the settlement, the general terms of the settlement, and your legal rights and options.

Judge James D. Peterson of the United States District Court for the Western District of Wisconsin is overseeing this case captioned as *Keith Tesky et al. v. Bone & Joint Clinic, S.C.*, Case No. 23-cv-184. The people who brought the lawsuit, Keith Tesky, Mark Tessmer, Christopher Vangoethem, Kal Tesky, and Ken Ollerman are called the “Plaintiffs.” The entity being sued, Bone & Joint, S.C., is called the “Defendant.”

2. What is this lawsuit about?

The lawsuit claims that Defendant was responsible for the Data Incident and asserts claims for negligence, negligence per se, breach of fiduciary duty, breach of implied contract, invasion of privacy (Wis. Stat. § 995.50 *et seq.*), violations of Wis. Stats. §§ 146.82, 146.84 (Confidentiality of Patient Healthcare Records), violations of Wis. Stat. § 100.18 (Fraudulent Representations Law), violations of Wis. Stat. § 134.98 (Data Breach Notification Law), unjust enrichment, and declaratory relief.

Defendant denies these claims and says it did not do anything wrong. No court or other judicial entity has made any judgment or other determination that Defendant has any liability for these claims or did anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called “class representatives” sue on behalf of all people who have similar claims. Together, all of these people are called a “class,” and the individuals are called “class members.” One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the settlement. The settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Class Members. The Class Representatives appointed to represent the Class and the attorneys for the Class (“Class Counsel,” see Question 18) think the settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the settlement?

You are affected by the settlement and potentially a Class Member if you reside in the United States and your Private Information was potentially impacted by the Data Incident, including if you were mailed a notification by or on behalf of Bone & Joint, regarding the Data Incident.

Only Class Members are eligible to receive benefits under the settlement. Specifically excluded from the Class are (1) the judge presiding over the class action lawsuit and his direct family members; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, and employees; and (3) Class Members who submit a valid request to be excluded from the settlement.

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 1-877-389-4282 with questions. You may also write with questions to:

Bone & Joint, S.C. Settlement Administrator
P.O. Box 2568
Portland, OR 97208-2568
BoneJointSettlement.com

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the settlement provide?

The settlement provides that Defendant will fund the following payments up to a total of \$575,000.00: (a) up to \$5,000.00 for reimbursement of your documented Out-of-Pocket Losses fairly traceable to the Data Incident; and (b) a pro rata \$75.00 payment, subject to adjustment as set forth below, with attestation that you believe you suffered any harm associated with the Data Incident.

The \$75.00 pro rata payment will be dispersed after the distribution of attorneys’ fees, Class Counsel’s litigation expenses, the Service Awards, Notice and Administrative Expenses, and other settlement benefits to claimants. The other settlement benefits are also subject to pro rata reduction as needed in the event that the total claims exceed the \$575,000.00 cap on payments to be made by Defendant, and payments may be also increased on a pro rata basis until the Settlement Fund is distributed. Payment of (1) attorneys’ fees and expenses and Service Awards to Plaintiffs (see Question 19) and (2) the costs of notifying the Class and administering the settlement will also be paid out of the Settlement Fund.

Also, as part of the settlement, Defendant either has undertaken or will undertake certain reasonable steps to further secure its systems and environments.

8. What payments are available for reimbursement under the settlement?

Class Members who submit a claim are eligible to receive the following, which may not be appealed:

- a) Reimbursement of actual, documented, unreimbursed Out-of-Pocket Losses resulting from the Data Incident (up to \$5,000.00 in total), such as the following, incurred on or after January 16, 2023:
 - any costs incurred from credit monitoring services or ordering copies of your credit report;
 - late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees;
 - late fees from transactions with third parties that were delayed due to fraud or card replacement;
 - unauthorized charges on credit, debit, or other payment cards that were not reimbursed;
 - parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card;
 - costs incurred obtaining credit freezes; and
 - other expenses that are reasonably attributable to the Data Incident that were not reimbursed.
- b) A potential cash payment of the remainder funds, which is estimated to be \$75.00 but may be adjusted upward or downward pro rata based on how many other claims are made.

How Do You Submit A Claim?

9. How do I get a benefit?

To receive a benefit under the settlement, you must complete and submit a claim for that benefit (a “Claim”). Every Claim must be made on a form (“Claim Form”) available at BoneJointSettlement.com or by calling 1-877-389-4282. A Claim Form will also be sent to Class Members as part of the postcard notice that will be mailed to Class Members. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

10. How will Claims be decided?

The Settlement Administrator will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner, the Claim will be considered invalid and will not be paid.

11. When will I get my payment?

The Court will hold a Final Approval Hearing on **January 7, 2026, at 10:00 a.m. CT** to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals from that decision, and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DOES DEFENDANT GET?

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

The Defendant gets a release from all claims covered by this settlement. Thus, if the settlement becomes final and you do not exclude yourself from the settlement, you will be a Class Member, and you will give up your right to sue Defendant and other persons (“Released Parties”) as to all claims arising out of or relating to the Data Incident (“Released Claims”). This release is described in the Settlement Agreement, which is available at BoneJointSettlement.com. If you have any questions, you can talk to the law firms listed in Question 18 for free, or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this settlement, you must take steps to exclude yourself from the Class. This is sometimes referred to as “opting out” of the Class.

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

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

14. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant (and any other Released Parties) for the claims that this settlement resolves. You must exclude yourself from the Class to start your own lawsuit or to be part of any other lawsuit relating to the claims in this case. If you want to exclude yourself, do not submit a Claim Form to ask for any benefit under the settlement.

15. How do I exclude myself from the settlement?

To exclude yourself, send a letter that says you want to be excluded from or opt out of the settlement in *Keith Tesky et al. v. Bone & Joint Clinic, S.C.*, Case No. 23-cv-184, U.S. District Court for the Western District of Wisconsin. The letter must: (a) state your full name and current address; (b) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (c) state unequivocally your intent to be excluded from the settlement. You must mail your exclusion request postmarked by **September 15, 2025**, to:

Bone & Joint, S.C. Settlement Administrator
Attn: Exclusion Request
P.O. Box 2568
Portland, OR 97208-2568

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the settlement or some part of it by objecting to the settlement. The Court will consider your views in its decision on whether to approve the settlement. The Court can only approve or deny the settlement and cannot change its terms. To object, you must mail your objection to the Settlement Administrator at the mailing address listed below and file your objection with the Court, postmarked by **no later** than the Objection Deadline, **September 15, 2025**:

Bone & Joint, S.C. Settlement Administrator
P.O. Box 2568
Portland, OR 97208-2568

Your objection must be written and must include all the following: (1) the name of the proceedings; (2) the Class Member's full name, current mailing address, and telephone number; (3) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (4) the identity of any attorneys representing the objector; (5) a statement regarding whether the Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (6) a statement identifying all class action settlements objected to by the Class Member in the previous five (5) years; and (7) the signature of the Class Member or the Class Member's attorney.

17. 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 are a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to receive any payment from the settlement. If you exclude yourself, you have no basis to object because you are no longer a member of the Class, and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Raina Borrelli of Strauss Borrelli PLLC (980 Michigan Ave Suite 1610, Chicago, IL 60611); Danielle L. Perry of Mason LLP (5335 Wisconsin Avenue, N.W. Suite 640 Washington, D.C. 20015-2052); and Ken Grunfeld of Kopelowitz Ostrow Ferguson Weiselberg Gilbert (1 West Las Olas Blvd, 5th Floor, Ft. Lauderdale, FL 33301) as Class Counsel to represent the Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys' fees up to \$191,475.00, plus litigation expenses not to exceed \$20,000.00. Defendant has agreed not to object to any award of attorneys' fees and expenses up to those amounts, to the extent they are approved by the Court. This payment for any attorneys' fees and expenses to Class Counsel will be made out of the Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement and will be the only payment to them for their efforts in achieving this settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will also ask the Court for Service Awards up to \$2,000.00 for each of the Class Representatives for their services in representing the Class in this matter.

Any award for attorneys' fees and expenses for Class Counsel and the Class Representative Service Awards must be approved by the Court. The Court may award less than the amount requested. Class Counsel's papers in support of final approval of the settlement will be filed no later than **December 1, 2025**, and their application for attorneys' fees and expenses and Service Awards will be filed no later than **December 1, 2025**, and will be posted on the Settlement Website.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at **10:00 a.m. CT on January 7, 2026**, at United States District Court, Western District of Wisconsin, 120 North Henry Street, Madison, WI 53703, Courtroom 320 or by remote or virtual means as ordered by the Court. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely and valid 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 expenses, as well as Service Awards. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking BoneJointSettlement.com or calling 1-877-389-4282.

21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer is welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit 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 16, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection must be **filed** with the Court and **mailed** to the Settlement Administrator postmarked no later than **September 15, 2025**.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not get any money from this settlement. If 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 Defendant and the other Released Parties based on any of the Released Claims related to the Data Incident, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at BoneJointSettlement.com. You may also call the Settlement Administrator with questions or to receive a Claim Form at 1-877-389-4282.

This notice is approved by the United States District Court for the Western District of Wisconsin. **DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT.** Please contact the Settlement Administrator or Class Counsel if you have any questions about the settlement.