

**IN THE CIRCUIT COURT OF SANGAMON COUNTY ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

**AARON UMBERGER and TRACEY
BRUNER**, on behalf of themselves and all
others similarly situated,

Plaintiff,

v.

KERBER, ECK, & BRAECKEL LLP,

Defendant.

Case No: 2024LA000198

Judge Jack D. Davis, Jr

FILED

JAN 07 2026

Joseph B. Roesch 43
Clerk of the
Circuit Court

~~PROPOSED~~ **FINAL ORDER & JUDGMENT APPROVING
CLASS ACTION SETTLEMENT**

WHEREAS, a class action entitled *Aaron Umberger and Tracey Bruner, on behalf of themselves and all others similarly situated v. Kerber, Eck & Braeckel LLP*, Case No: 2024LA000198 (the “*Umberger Action*”), is pending in this Court, and a related class action entitled *Jessica Kurtz v. Kerber, Eck & Braeckel LLP*, Case No. 2024LA000264 and assigned to the Honorable Joseph B. Roesch (the “*Kurtz Action*”) is also pending in this Court;

WHEREAS, the *Umberger Action* and the *Kurtz Action* may be collectively referred to herein as the “Litigation” or the “Actions,” and Plaintiffs Umberger, Bruner and Kurtz may be collectively referred to herein as the “Lead Plaintiffs” or “Class Representatives”;

WHEREAS, the Lead Plaintiffs, on behalf of themselves and the Settlement Class (defined below) and defendant Kerber, Eck & Braeckel LLP (“KEB” or “Defendant”, and with Lead Plaintiffs, the “Parties”) have entered into a Settlement Agreement and Release, dated June __, 2025 (the “Settlement Agreement”), that provides for a complete dismissal with prejudice of the

claims asserted against Defendant in the Actions on the terms and conditions set forth in the Settlement Agreement, subject to the approval of this Court (the “Settlement”);

WHEREAS, unless otherwise defined in this Order & Judgment (hereinafter the “Final Order,” the capitalized terms herein shall have the same meaning as they have in the Settlement Agreement;

WHEREAS, by Order dated July 28, 2025 (the “Preliminary Approval Order”), this Court: (1) granted, pursuant to 735 ILCS 5/2-801 and 735 ILCS 5/2-802, preliminary approval of the Settlement Agreement and Notice Plan, claims process, and distribution and allocation plan included therein, and including the releases contained therein -- subject to final Court approval following the Final Approval Hearing -- as being fair, reasonable, and adequate under Illinois law and the factors routinely considered in evaluating preliminary settlement approval and class certification for settlement purposes under pursuant to 735 ILCS 5/2-801, *et seq.*; (2) conditionally certified the Settlement Class described therein -- subject to final Court approval following the Final Approval Hearing; (3) ordered that notice of the proposed Settlement be provided to potential Settlement Class members; (4) provided Settlement Class members with the opportunity either to exclude themselves from the Settlement Class or to object to the proposed Settlement; and (5) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has now been provided to the Settlement Class;

WHEREAS, the Court conducted a hearing on January 7, 2026 (the “Final Approval Hearing”), to consider, among other things, (a) the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court pursuant to a final approval order and judgment; and (b) whether a judgment should be entered directing dismissal of the Actions with prejudice as against the Defendant; and

WHEREAS, the Court having reviewed and considered the Settlement Agreement, the Motion for Final Approval, the Motion for Approval of the Requested Attorneys' Fees and Expenses and Service Awards, the declarations and affidavits and all other papers filed in connection therewith, and all proceedings held herein in connection with the Settlement, all oral and written submissions, comments, or objections received regarding the proposed Settlement, and the record in the Litigation, and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Litigation, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Settlement Class members for purposes of the Settlement.

2. **Incorporation of Settlement Documents** – This Judgment incorporates and makes a part hereof: (a) the Settlement Agreement filed with the Court on June 24, 2025; and (b) the Short Form and Long Form Notice, both of which were filed with the Court on June 24, 2025, and approved by Order of the Court on July 28, 2025.

3. **Class Certification for Settlement Purposes** – The Court hereby certifies for the purposes of the Settlement only, the Litigation as a class action pursuant to 735 ILCS 5/2-801, *et seq.* on behalf of the Settlement Class consisting of:

All individuals residing in the United States whose Private Information was identified as being actually or potentially accessed, compromised or impacted in connection with the Data Incident discovered KEB in February 2023.

4. Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling

interest, and any of their current or former officers and directors; and (3) Settlement Class members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

5. **Settlement Class Findings** – For purposes of the Settlement only, the Court finds that each necessary element required for certification of the Settlement Class pursuant to 735 ILCS 5/2-801, *et seq* has been met: (1) the Class is so numerous that joinder of all members is impracticable; (2) there are questions of fact or law common to the Class, which common questions predominate over any questions affecting only individual members; (3) the representative parties will fairly and adequately protect the interest of the Class [and]; (4) the Class action is an appropriate method for the fair and efficient adjudication of the controversy.

6. Pursuant to 735 ILCS 5/2-801, *et seq*, and for the purposes of the Settlement only, the Court hereby certifies Lead Plaintiffs Umberger, Bruner and Kurtz as Class Representatives and appoints lead counsel Cassandra P. Miller of Strauss Borrelli PLLC, Tyler J. Bean of Siri Glimstad LLP, and Gary Klinger of Milberg Coleman Bryson Phillips Grossman, as Class Counsel for the Settlement Class. The Court finds that the Class Representatives and Class Counsel have fairly and adequately represented the Settlement Class both in terms of prosecuting the Litigation and for purposes of entering into and implementing the Settlement and have satisfied the requirements of 735 ILCS 5/2-801(a).

7. **Notice** – Pursuant to this Court's Order granting preliminary approval of the Settlement, RG2 served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the

requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class members of their rights. Specifically, the Court finds that the dissemination of the Notice pursuant to the Court-approved Notice Plan: **(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 Settlement Class members of **(i)** the pendency of the Actions; **(ii)** the effect of the proposed Settlement (including the Releases to be provided thereunder); **(iii)** Class Counsel's motion for an award of attorneys' fees and litigation expenses; **(iv)** the request for service awards to be paid to the Class Representatives; **(v)** the rights of Class members to object to any aspect of the Settlement, the plan of allocation, and/or Class Counsel's request for attorneys' fees and litigation expenses or the request for Service Awards for the Class Representatives; **(vi)** their right to exclude themselves from the Settlement Class; and **(vii)** their right to appear at the Final Approval Hearing; **(d)** constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and **(e)** satisfied the requirements of the Illinois Rules of Civil Procedure, 735 ILCS 5/2-801 *et seq* and 735 ILCS 5/2-802, constitutional due process, and all other applicable law and rules.

8. **Exclusions and Objections** – The Settlement Administrator has certified, and the Court hereby finds, that 0 timely or otherwise valid objections to the Settlement Agreement or to Class Counsel’s Motion for Attorneys’ Fees and Expenses and for Service Payments were submitted. Furthermore, the Settlement Administrator has certified, and this Court hereby finds, that 0 valid or timely exclusions were submitted. All persons who have not made their objections to the Settlement in the time-period and manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

9. **Final Settlement Approval** – Pursuant to, and in accordance with, 735 ILCS 5/2-801 *et seq* and 735 ILCS 5/2-802, this Court hereby fully and finally approves the Settlement set forth in the Settlement Agreement in all respects (including, without limitation: the amount of the Settlement; the Releases provided for therein; and the dismissal with prejudice of the claim asserted against Defendant), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class. Specifically, the Court finds that: (a) Class Representatives and Class Counsel have adequately represented the Settlement Class; (b) the Settlement was negotiated by the Parties at arm’s length with the involvement and assistance of an experienced mediator, Hon. Ronald B. Leighton (Ret.); (c) the relief provided for the Settlement Class under the Settlement is fair, reasonable, and adequate, and in the best interests of the Class taking into account the costs, risks, and delay of litigating the Actions through discovery, summary judgment, trial, and appeal, the proposed means of distributing the Settlement Fund to the Settlement Class, and the proposed attorneys’ fee award; and (d) the Settlement treats members of the Settlement Class equitably relative to each other. In the Preliminary Approval Order, Court found that the Settlement Agreement appeared to be fair, reasonable, and adequate and fell within the appropriate range of possible approval. Essentially,

the Settlement provides for each member of the Settlement Class, as that term is defined in the Settlement Agreement, to receive from the Defendant benefits described in the Settlement Agreement. The Settlement Agreement provides these benefits to the Settlement Class even though the Defendant has disputed, and continues to dispute, the Plaintiffs' allegations in the Litigation. Accordingly, the Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Settlement Agreement, the Notice and the plan of allocation.

10. **Dismissal of Claims** – Pursuant to the terms of the Settlement Agreement, the Litigation and all of the claims therein asserted against Defendant by the Class Representatives and the other Settlement Class members are hereby dismissed with prejudice, in that the *Umberger* Action is hereby dismissed with prejudice, and the Parties are directed pursuant to the provision of the Settlement Agreement at ¶¶ 30 (iii), 32 and 101 to cooperate to take all immediate, appropriate and necessary steps to achieve voluntary dismissal with prejudice of the *Kurtz* Action. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Settlement Agreement and in this Order.

11. **Binding Effect** – The terms of the Settlement Agreement and of this Order shall be forever binding on Defendant, Class Representatives, and any and all other Settlement Class members (regardless of whether or not any individual Settlement Class member submits a Claim Form or seeks or obtains a distribution from the Net Settlement Fund), as well as their respective successors and assigns.

12. **Releases** – The Releases set forth in paragraphs 106 and 107 of the Settlement Agreement, together with the definitions contained in paragraphs 45-47 of the Settlement Agreement relating thereto, are expressly incorporated herein in all respects. The Releases are

effective as of the Effective Date. Accordingly, this Court orders that without further action by anyone, and subject to paragraph (c) below:

(a) Class Representatives and each of the other Settlement Class members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Plaintiffs' Claims against the KEB Releasees, and shall forever be barred and enjoined from prosecuting any and all Released Plaintiffs' Claims against any of the KEB Releasees. This Release shall not apply to any of the Excluded Plaintiffs' Claims.

(b) KEB, on behalf of itself and its respective administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released KEB Claims against Class Representatives and the other Plaintiffs' Releasees, and shall forever be barred and enjoined from prosecuting any and all Released KEB Claims against any of the Plaintiffs' Releasees. This Release shall not apply to any of the Excluded KEB Claims.

(c) Further Release. In addition to the provisions of Paragraph 106, the Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon Final Judgment, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

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;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are released pursuant to the provisions of Paragraph 106, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon Final Judgment, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that the Releasing Parties have agreed to release pursuant to Paragraph 106, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

13. Notwithstanding paragraphs 12(a)-(c) above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Judgment.

14. **Rule 137 Findings** – The Court finds and concludes that the Parties and their respective counsel have acted in good faith and complied in all respects with the requirements of Ill. S. Ct. R. 137 in connection with the institution, prosecution, defense, and settlement of the Actions.

15. **Retention of Jurisdiction** – Without affecting the finality of this Order in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation, and enforcement of the Settlement and any and all terms of the Settlement Agreement; (b) the disposition of the relief and benefits pursuant to the Settlement Fund; (c) any motion for an award of attorneys' fees and/or litigation expenses by Class Counsel in the Action or any other fees or expenses that will be paid from

the Settlement Fund; (d) any request for payment of service awards to Class Representatives or any other approval or administration of the relief provided for pursuant to the terms of the Settlement or the plan of allocation therein; and (e) the Settlement Class members for all matters relating to the settlement of this Action. The Court shall also retain exclusive jurisdiction over any and all issues, questions or disputes related to the Notice Plan and the Settlement Administrator, and any suit, action, proceeding, questions, issues or disputes arising out of or relating to the Settlement Agreement that cannot be resolved by prior negotiation and agreement by counsel for the Parties. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

16. **Class Counsel Fee & Expense Award and Class Representative Service Awards** – The Court hereby awards the stipulated requested Service Payment of \$5,000.00 each to Class Representatives Plaintiffs Aaron Umberger, Tracey Bruner, and Jessica Kurtz, in recognition of the time, effort, and risk they undertook as lead plaintiffs representatives of the Class. These awards shall be paid within the time period and manner as set forth in the Settlement Agreement.

17. The Court hereby grants Class Counsel's Motion for Attorneys' Fees and Expenses and for Payments. Class Counsel is hereby awarded \$466,666.67 in reasonable attorneys' fees and \$4,610.27 costs incurred in litigating this Action, in the manner specified in the Settlement Agreement. Class Counsel's Fees and Expenses shall be paid within the time period and manner as set forth in the Settlement Agreement.

18. **Remainder Funds; Residual Payment To Non-Profit Organizations as *Cy Pres* Distributions** – Pursuant to paragraphs 48 and 82 of the Settlement Agreement, and the Parties'

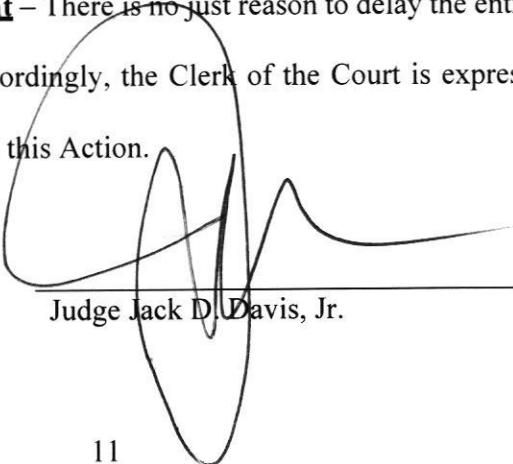
joint selection, and remainder funds from the Settlement shall be paid to the following non-profit organizations, in equally divided amounts as *cy pres* distributions: (1) the Illinois State Bar Association and (2) St. Francis Care.

19. **Modification of the Agreement of Settlement** – Without further approval from the Court, Class Representatives and Defendant 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 Settlement Class members in connection with the Settlement. Without further order of the Court, Class Representatives and Defendant may agree to reasonable extensions of time to carry out any provisions of the Settlement.

20. **Termination of Settlement** – If the Settlement is terminated as provided in the Settlement Agreement or if the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated and rendered null and void, and shall 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 Class Representatives, the other Settlement Class members, and Defendant, and Class Representatives and Defendant shall revert to their respective positions in the Litigation as of immediately prior to the agreement-in-principle to settle the case on February 12, 2025 pursuant to the mediator's proposal issued on that date.

21. **Entry of Final Judgment** – There is no just reason to delay the entry of this Order as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final judgment in this Action.

1/7/26
Dated


Judge Jack D. Davis, Jr.