

**STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 7TH JUDICIAL CIRCUIT  
COUNTY OF SANGAMON**

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

Plaintiffs,

v.

**KERBER, ECK, & BRAECKEL LLP**,

Defendant.

Case No. 2024LA000198  
Hon. Jack D. Davis, Jr.

**DEMAND FOR JURY TRIAL**

**SETTLEMENT AGREEMENT AND RELEASE**

Subject to preliminary and final Court approval, this Settlement Agreement and Release (“Settlement Agreement”)<sup>1</sup> is entered into by and between Plaintiffs Aaron Umberger, Tracey Bruner, and Jessica Kurtz, on behalf of themselves and all others situated (collectively, “Plaintiffs”) and Defendant Kerber, Eck, & Braeckel LLP (“Defendant” or “KEB”) in the following Actions: (i) the “*Umberger Action*,” titled *Umberger et. al. v. Kerber, Eck & Braeckel LLP*, Case No. 2024-LA-198, captioned above, involving named Plaintiffs Aaron Umberger and Tracy Bruner; and Defendants Kerber, Eck, & Braeckel LLP; and (ii) the “*Kurtz Action*,” titled *Kurtz v. Kerber, Eck & Braeckel LLP*, involving named Plaintiff Jessica Kurtz and Defendant KEB. The Actions are currently pending in the Circuit Court of the 7th Judicial Circuit County of Sangamon, Chancery Division, Illinois. The Plaintiffs in the Actions may be collectively referred to as “Plaintiffs” or the “Settlement Class Representatives,” and KEB and Plaintiffs are collectively referred to herein as the “Parties.” The lawsuits being resolved are collectively referred to herein as the “Litigation.” As provided herein, Defendant and Plaintiffs hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a final order and judgment, all claims of the Settlement Class against Defendant in connection with the Data Incident as alleged in the Litigation, shall be settled and compromised upon the terms and conditions contained herein.

**I. FACTUAL BACKGROUND AND RECITALS**

1. KEB reportedly provides various services, including management and financial consulting, investigative accounting, litigation support, business valuation, employee benefit plans and administration, financial planning, and wealth management. KEB reportedly has eight offices throughout Missouri, Illinois, and Wisconsin.

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<sup>1</sup> Unless provided elsewhere, all capitalized terms herein shall have the same meanings as those defined in Section II herein.

2. Based on publicly available information, including, among other things, notice letters and other public statements issued by from KEB in or around August and September of 2024, Plaintiffs in the Actions described below allege that, between January 27 and February 7, 2023, KEB discovered suspicious cyber activity by an unauthorized third-party threat actor on its computer network at KEB's Marion, Illinois office (the "Data Incident"). Plaintiffs alleged that this suspicious activity exposed or potentially exposed certain personally identifiable information ("PII") and personal health information ("PHI") (together with PII, "Private Information") of current and former patients of KEB's health provider clients. Specifically, the following types of private information were allegedly exposed or potentially exposed: names, Social Security numbers, addresses, dates of birth, driver's license numbers, financial account numbers, medical treatment information and health insurance information.

3. On August 21, 2024, Plaintiff Aaron Umberger, individually and on behalf of a putative class, filed the *Umberger* Action in this Court. The *Umberger* Action was assigned to the Honorable Judge Robert Hall.

4. On October 25, 2024, Plaintiff Kurtz, individually and on behalf of a putative class, commenced the *Kurtz* Action against KEB, also in this Court, and bringing claims for negligence, negligence *per se*, unjust enrichment, and breach of implied contract. The *Kurtz* Action was assigned to the Honorable Joseph B. Roesch.

5. On April 11, 2025, Plaintiff Umberger amended his class action complaint in the *Umberger* Action to add Plaintiff Bruner and asserted the same claims for negligence, negligence *per se*, unjust enrichment, breach of fiduciary duty, breach of implied contract, and breach of third-party beneficiary contract.

6. On February 5, 2025, after a period of informal discovery and mutual exchange of information for the purposes of mediation, the Parties engaged Hon. Ronald B. Leighton (Ret.), an experienced mediator, for a private mediation firm. Throughout the mediation session, the Parties engaged in an extensive evaluation and discussion of the relevant facts and law, and the Parties carefully considered the risk and uncertainties of continued litigation and all other factors bearing on the merits of settlement. As a result of the mediation, on or about February 12, 2025, the Parties succeeded in reaching agreement on the principal terms of a settlement, subject to final mutual agreement on all the necessary documentation.

7. The Parties have now agreed to settle the Litigation (including the Actions and all allegations made therein) entirely, without any admission of liability or wrongdoing with respect to all Released Claims of the Releasing Parties against the Released Parties, on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

8. KEB denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future based on the conduct alleged in the Actions. Despite KEB's position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, KEB desires to settle the Litigation, and thus avoid the

expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

9. The Parties now enter into this Settlement Agreement. Plaintiffs and Class Counsel identified below have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs' determination that the proposed settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

10. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

11. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

## **II. DEFINITIONS**

As used in this Settlement Agreement, the following terms have the meanings specified below:

11. **"Agreement" or "Settlement Agreement"** means this Settlement Agreement and Releases, including its attached Exhibits (which are an integral part of this Settlement Agreement and Releases and are incorporated in their entirety herein by reference).

12. **"Approved Claims"** shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator, and which shall be paid from the Settlement Fund.

13. **"Claimant"** means a Settlement Class member who submits a Claim Form.

14. “**Claim Form**” shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, substantially in the form attached hereto as **Exhibit C**.

15. “**Claims Deadline**” shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date ninety (90) days after the Notice Date (defined below). The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

16. “**Class Counsel**” shall mean Cassandra P. Miller of Strauss Borrelli PLLC, Tyler J. Bean of Siri Glimstad LLP, and Gary Klinger of Milberg Coleman Bryson Phillips Grossman.

17. “**Counsel**” or “**Counsel for the Parties**” means both Class Counsel and Defendant’s Counsel, collectively.

18. “**Additional Plaintiffs’ Counsel**” shall mean counsel for the plaintiff in the *Kurtz* Action, Kevin Laukaitis of Laukaitis Law, Kent A. Bronson of Bronson Legal LLC, and Carl Malmstrom of Wolf Haldenstein Adler Freeman & Herz.

19. “**Court**” shall mean the Honorable Judge Robert Hall, or any other Judge of the Circuit Court of the 7th Judicial Circuit County of Sangamon, Chancery Division, Illinois presiding over this Litigation.

20. “**Credit Monitoring**” means two (2) years of Three-Bureau Credit Monitoring provided by a reputable third-party vendor to be agreed upon by the Parties (and as further described in Paragraph 74.iii. below) to be made available to all Participating Settlement Class Members, who will be eligible to enroll in such Three-Bureau-Credit Monitoring Services, upon submission of a valid Claim Form, regardless of whether the Participating Settlement Class Member submits a claim for reimbursement of compensation for Unreimbursed Economic Losses, and/or *Pro Rata* Cash Payment.

21. “**Data Incident**” means the alleged unauthorized third-party access to KEB’s computer systems that KEB discovered in or about February 2023, and which is the subject of this Litigation.

22. “**Defendant**” shall mean Kerber, Eck, & Braeckel LLP.

23. “**Defendant’s Counsel**” shall mean Amanda Harvey and Meghan J. Wood of Mullen Coughlin LLC.

24. “**Effective Date**” shall mean the first date by which all of the events and conditions specified in Paragraph 27 below have occurred and been met and this Agreement becomes Final, as defined herein.

25. “**Fee and Expense Application**” shall mean the motion to be filed by Class Counsel, in which they seek Court approval of an award of reasonable attorneys’ fees and litigation expenses as well as Service Awards for the Class Representatives.

26. **“Fee Award and Expenses”** means the amounts of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Class Counsel pursuant to the Fee and Expense Application, which amounts are to be paid from the Settlement Fund.

27. **“Final”** means the point of the proceedings at which the Final Approval Order (as described in Paragraph 30 below) has been entered on the docket after all parties’ execution of the Settlement Agreement, the Court has granted preliminary approval of the Settlement and entered the Preliminary Approval Order as described in Paragraph 43 below, and one of the following conditions have occurred: (1) the time to appeal from the Final Approval Order has expired and no appeal has been timely filed; (2) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (3) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either the time to further appeal from such order has expired and no further appeal is taken from such order(s) or any such appeal has been finally resolved and results in affirmation of such order(s). Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Final Approval Order is “Final” as defined herein.

28. **“Final Approval”** means the final approval of the Settlement, which will occur when the Court enters the Final Approval Order as described below in Paragraph 30.

29. **“Final Approval Hearing”** means the hearing before the Court where the Plaintiffs will request that the Court enter a Final Approval Order, as described below in Paragraph 30, including an order and judgment approving the Settlement Agreement, the Fee and Expenses Application, and approving payment of the requested Service Awards to the Class Representatives identified herein.

30. **“Final Approval Order”** shall mean an order entered by the Court, in substantially the same form as the one attached hereto as **Exhibit E**, that:

- i. Certifies the Settlement Class pursuant to 735 ILCS § 5/2-801;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation and implementation of this Settlement Agreement;
- iii. Dismisses Plaintiffs’ claims pending before it in the *Umberger* Action with prejudice and without costs, except as explicitly provided for in this Settlement Agreement, and recognizes that the Parties have agreed to immediately take appropriate and necessary steps to achieve dismissal with prejudice of the *Kurtz* Action as well following the entry of the Final Approval Order;
- iv. Approves the Releases provided in Section XI and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Includes as an exhibit a list of the individuals who timely and validly opted out of the Settlement;

- vi. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- vii. Finds that there is no just reason for delay of entry of said Final Approval Order with respect to the foregoing.

31. “**Frequently Asked Questions**” or “**FAQs**” are a list of questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement, to be negotiated and agreed upon by the Parties’ counsel.

32. “**Litigation**” shall mean, collectively, the *Umberger* Action and the *Kurtz* Action, (the “Actions”) defined above. Upon entry of the Final Approval Order, as set forth above, the *Umberger* Action will be dismissed, and the *Kurtz* Action will be voluntarily dismissed, voluntarily (both Actions to be dismissed in their entirety, with prejudice and without costs, except as explicitly provided for in this Settlement Agreement).

33. “**Long Form Notice**” is the content of the notice substantially in the form as **Exhibit B** hereto, which will be posted on the Settlement Website and will include robust details about the Settlement.

34. “**Net Settlement Fund**” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following purposes: (1) Settlement Notice and Administrative Expenses; (2) Fee Award and Expenses; (3) Service Awards; and (4) Taxes and Tax-Related Expenses.

35. “**Notice**” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits A and B** hereto.

36. “**Notice Deadline**” or “**Notice Date**” means the last day by which Notice must be issued to the Settlement Class Members, and will occur thirty (30) days after the Preliminary Approval Order is entered by the Court.

37. “**Notice and Administrative Expenses**” means all of the reasonable expenses incurred in the administration of this Settlement, including, without limitation, providing Notice to the Settlement Class; locating or identifying Settlement Class Members; processing claims; determining the eligibility of any person to be a Settlement Class Member; administering, calculating and distributing the Settlement Fund to Participating Settlement Class Members; and/or or any other similar or related costs. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement. All Notice and Administrative Expenses are to be disclosed to and approved by Class Counsel prior to expenditure.

38. “**Objection Deadline**” means the date by which a written objection to the Settlement or a request for exclusion from the Settlement submitted by a person within the Settlement Class must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as sixty (60) days after the Notice Deadline, or such other date as ordered by the Court.

39. “**Opt-Out Deadline**” means the last date on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline, or such other date as ordered by the Court.

40. “**Participating Settlement Class Member**” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

41. “**Parties**” shall mean the named Plaintiffs and the Defendant in the Actions, collectively.

42. “**Plaintiffs**” or “**Class Representatives**” shall mean the named Plaintiffs in the Actions referenced herein: Aaron Umberger, Tracy Bruner, and Jessica Kurtz.

43. “**Preliminary Approval Order**” shall mean the Court’s Order (substantially in the form of the proposed order attached as **Exhibit D** hereto), preliminarily approving the Settlement and Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement.

44. “**Pro Rata Cash Payment**” means a *pro rata* cash payment from the Net Settlement Fund to be paid to Participating Settlement Class Members who have submitted a Claim after payment of valid claims for Unreimbursed Losses.

45. “**Released Claims**” shall have the meaning ascribed to it as set forth in Section XI of this Settlement Agreement.

46. “**Released Parties**” shall have the meaning ascribed to it as set forth in Section XI of this Settlement Agreement.

47. “**Releasors**” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Participating Settlement Class Members, and their respective past, present, and future predecessors, devisees, beneficiaries, conservators, estates, trustees, receivers, agents, attorneys, accountants, financial and other advisors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

48. “**Remainder Funds**” means any funds that remain in the Settlement Fund after all deductions from the Settlement Fund authorized by this Settlement Agreement have been paid and Approved Claims to Participating Settlement Class Members have been made. The funds remaining in the Settlement Fund after completion of these disbursements and after the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be sent to in equal amounts to the Illinois State Bar Association and St. Francis Care which must be jointly proposed by the parties and approved by the Court, as a *cy pres* distribution.

49. “**Service Award**” shall have the meaning ascribed to it as set forth in Section XII of this Settlement Agreement. The Service Award requested in this matter will be five thousand dollars and no/100 cents (\$5,000.00) to each of the named Plaintiffs, subject to court approval, and is to be paid from the Settlement Fund.

50. **“Settlement Administrator”** means, subject to Court approval, RG2, an entity jointly selected and supervised by Class Counsel to administer the Settlement and the Settlement Fund.

51. **“Settlement Class” or “Class”** means “All individuals residing in the United States whose Private Information was identified as being actually or potentially was identified as being actually or potentially accessed, compromised or impacted in connection with the Data Incident discovered by KEB in February 2023,” Excluded from the Settlement Class are: (1) the judges presiding over this Litigation, and members of their direct families; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and 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. For purposes of settling this Litigation, the Parties conditionally stipulate and agree that the requirements for establishing class certification with respect to the Settlement Class have been met, and that the Settlement Class is comprised of approximately 103,645 individuals.

52. **“Settlement Class List”** means a list of each Settlement Class Member’s full name, current or last known residential mailing address, and all known email addresses, which Defendant or Defendant’s agent shall provide to the Settlement Administrator within ten (10) days of the entry of the Preliminary Approval Order.

53. **“Settlement Class Member”** means an individual who falls within the definition of the Settlement Class.

54. **“Settlement Fund”** means the non-reversionary common fund amount of one million and four hundred thousand dollars and no/100 cents (\$1,400,000.00) to be paid by, or on behalf of, Defendant, including any interest accrued thereon after payment, to resolve the claims of the Settlement Class, and to fund all relief to the Settlement Class as described herein pursuant to this Settlement, including the costs of Notice and Settlement Administration Costs, Service Awards, and the Fee and Expense Request of Class Counsel, this being the full and complete limit and extent of Defendant’s obligations with respect to the Settlement. For the purposes of this Agreement, the Settlement Fund shall not be established until the Court has granted Final Approval and the Settlement is Final.

55. **“Settlement Payment”** means the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member from the Settlement Administrator from the Settlement Fund.

56. **“Settlement Website”** means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies substantially in the forms of **Exhibits A-E** hereto (or any such forms that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, the deadlines for filing a claim, objection, or exclusion requests, and the date of the Fairness Hearing. The Settlement Website is



viewed as an important piece of the notice plan to Class Members. The Settlement Website will remain active until at least ninety (90) days after the Effective Date.

57. “**Short Form Notice**” means the postcard notice of the Settlement, substantially in the form attached as **Exhibit A** hereto, that will be mailed to each available Settlement Class Member.

58. “**Taxes and Tax-Related Expenses**” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendant with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

59. “**Unknown Claims**” means any of the Released Claims that Plaintiffs, any member of the Settlement Class, or any Releasing Party does not know or suspect to exist in their favor at the time of the release of the Released Entities that, if known by them, might have affected his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object to, and/or participate in the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Releasing Parties intend to and expressly shall have waived the provisions, rights, and benefits and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable to California Civil Code §1542, 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.

60. “**Unreimbursed Economic Losses**” means out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are supported by reasonable third-party documentation. “Unreimbursed Economic Losses” include things such as, for example, losses related to fraud and identity theft, the purchase of identity protection services, credit monitoring services, or ID theft insurance. Such costs and expenses must be fairly traceable to the Data Incident and not already reimbursed by a third party.

61. “**United States**” as used in this Settlement Agreement includes all States comprising the United States, the District of Columbia and all U.S. territories.

62. “**Valid Claim**” means a Claim Form submitted by a Participating Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by electronic signature by a Participating Settlement Class Member personally (or on behalf of a Participating Settlement Class

Member duly authorized legal representative), subject to the penalty of perjury; (d) submitted via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern Standard Time on the Claim Form Deadline date; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or electronic signature. Failure to respond to a Notice of Deficiency from the Settlement Administrator may result in a determination that the Claim is not a Valid Claim and denial of that Claim.

### **III. SETTLEMENT CLASS**

63. For Settlement purposes only, the Parties agree that the Court should certify the following Class defined as:

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.

For purposes of determining membership in the Settlement Class, the Parties conditionally stipulate that Defendants have identified approximately 103,645 individuals who are Settlement Class Members who were sent a notice of the Data Incident.

64. 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.

65. The Class Representatives will move for certification of the Class for Settlement purposes contemporaneously with the Motion for Preliminary Approval of the Settlement. For purposes of this Settlement only, Defendant agrees not to contest certification of the Class. Should the Settlement not be approved, Defendant reserves all rights and defenses on the merits and as to class certification.

### **IV. SETTLEMENT FUND**

66. **Establishment of Settlement Fund.** Within fourteen (14 ) days of the Effective Date, Defendant shall cause to be deposited the sum of one million and four hundred thousand dollars and no/100 cents (\$1,400,000.00), into an account established and administered by the Settlement Administrator at a commercial financial institution to be designated by Class Counsel, less any amounts previously paid by Defendant for Notice and Administrative Expenses prior to the Effective Date as described in the next sentence. Within fourteen (14) days of entry of the Preliminary Approval Order, Defendant will cause to be paid to the Settlement Administrator an amount indicated by the Settlement Administrator as the cost for notice to be sent to all Settlement Class Members, which amount will be credited towards the one million and four hundred thousand dollars and no/100 cents (\$1,400,000.00) total amount of the Settlement Fund. The Settlement Administrator shall provide an invoice for this amount as well as payment instructions within five

(5) days after entry of the Preliminary Approval Order. To the extent this Settlement is not finally approved, Defendants will be entitled to the return any amounts not already incurred and expended by the Settlement Administrator in connection with Settlement Administration. The Settlement Administrator shall also provide wiring instructions and a properly completed and duly executed IRS Form W-9 to Defendant within five (5) days after entry of the Preliminary Approval Order. Following Defendant's payment of the Settlement Fund monies as described in this Paragraph, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the selection of the Settlement Fund account, investment of Settlement Fund account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes or Tax-Related Expenses imposed on the Settlement Fund account or its distributions, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund.

**67. Payment of Notice and Administration Expenses:** Any Notice and Administrative Expenses that are required to be paid prior to the Effective Date will be paid for or caused to be paid directly by Defendant. The total amount of Notice and Administrative Expenses paid prior to the Effective Date shall be treated as if paid from the Settlement Fund and shall reduce the amount that Defendant will be required to pay or cause to be paid into the Settlement Fund after the Effective Date. Any Notice and Administrative Expenses that are owed after the funding of the Settlement Fund pursuant to Paragraph 66 of this Settlement Agreement shall be paid directly from the Settlement Fund. All Notice and Administrative Expenses are to be disclosed and approved by Class Counsel and Defendant prior to expenditure.

**68. Escrow Account.** The Settlement Payment is to be deposited in an interest-bearing bank escrow account established at a commercial financial institution to be designated by Class Counsel (the "Escrow Agent") and administered by the Settlement Administrator (the "Escrow Account"). The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding one billion dollars and no/100 cents (\$1,000,000,000.00), with a rating of "A" or higher by S&P and in an account that is fully insured by the United States Government or the FDIC. The Settlement Fund will be used to pay Approved Claims, Notice and Administrative Expenses (to be agreed upon by both parties), the Fee Award and Expenses, and Service Awards.

**69. Interest.** All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Settlement Administrator is responsible for the payment of all Taxes.

**70. Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Defendant in or to the Settlement Fund or any amounts thereof shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraphs 104-105.

**71. Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of

the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation (FDIC). All interest on the funds in the Qualified Settlement Fund shall accrue to the benefit of the Class. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

72. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement and the Court's Final Approval Order is rendered "Final" as defined herein, or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraphs 104-105.

73. **Use of the Settlement Fund.** As further described in this Agreement and in Exhibit B hereto, the Settlement Fund shall be used by the Settlement Administrator to pay for the following (although not in this order): (1) reimbursement for Unreimbursed Economic Losses; (2) *Pro Rata* Cash Payments; (3) Credit Monitoring (4) Notice and Administrative Expenses; (5) Court-approved Service Award payments; and (6) the Fee Award and Expenses awarded by the Court. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court. Responsibility for effectuating payments described in this Paragraph shall rest solely with the Settlement Administrator and neither Defendant nor Defendant's agents shall have any responsibility whatsoever with respect to effectuating any such payments.

74. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

## V. SETTLEMENT BENEFITS AND ADMINISTRATION

75. The Settlement Administrator will agree to make the following compensation from the Settlement Fund available to Settlement Class Members who submit valid and timely Claim Forms. Claims will be subject to review for completeness and plausibility by a Settlement Administrator, and Claimants will have the opportunity to seek review by the Parties' Counsel, if they dispute the Settlement Administrator's initial determination.

- i. **Compensation for Unreimbursed Economic Losses:** The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a maximum total of ten thousand dollars and no/100 cents (\$10,000.00) per person who is a Participating Settlement Class Member, upon submission of a claim and supporting documentation, for unreimbursed economic losses incurred as a result of or fairly traceable to the Data Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Participating Settlement Class Members with unreimbursed economic losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

Class Members may receive compensation for both Unreimbursed Economic Losses and *Pro Rata* Cash Payments.

- ii. **Pro Rata Cash Payment:** Participating Settlement Class Members can elect to make a claim for a *pro rata* share of the Net Settlement Fund, less all valid claims for Unreimbursed Economic Losses. To receive this benefit, Participating Settlement Class Members must submit a valid Claim Form, but no documentation is required to make a claim. The amount of these Cash Payments will be increased or decreased on a *pro rata* basis to exhaust the Settlement Fund, depending upon the number of valid claims filed and the amount of funds available for these payments. Class Counsel predicts the value of *pro rata* payments will exceed fifty dollars and no/100 cents (\$50.00) per valid claimant, although the final amount paid will depend on the above-referenced factors and is not guaranteed.
- iii. **Credit Monitoring:** All Participating Settlement Class Members are eligible to enroll in two (2) years of Three-Bureau Credit Monitoring Services through a reputable third-party vendor to be agreed upon by the Parties, upon submission

of a valid Claim Form, regardless of whether the Participating Settlement Class Member submits a claim for reimbursement of compensation for Unreimbursed Economic Losses, and/or *Pro Rata* Cash Payment. To claim these Credit Monitoring Services, Class Members must provide a valid email address where the Class Member can receive the enrollment code. The Settlement Administrator shall send an activation code via email to each valid Credit Monitoring Services claimant within thirty (30) days of the Effective Date that can be used to activate the Credit Monitoring Services. Codes will be active for one hundred and eighty (180) days after the date of emailing and may be used to activate the full term if used at any time during that one hundred and eighty (180) day period. The provider shall provide the Credit Monitoring Services to all valid claimants who timely activate those services for a period of three (3) years from the date of activation. Credit Monitoring Expenses, the administration of which will be overseen by the Settlement Administrator and Class Counsel, will be paid for from the Settlement Fund.

**76. Assessing Claims for Unreimbursed Economic Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Unreimbursed Economic Losses reflects valid Unreimbursed Economic Losses actually incurred that are fairly traceable to the Data Incident but may consult with both Class Counsel and Defendant's Counsel in making individual determinations. The Parties agree that the Settlement Administrator will be advised to consider such factors as whether (i) whether the timing of the loss occurred on or after the Data Incident; and (ii) whether the Personal Information used to commit identity theft or fraud consisted of the same type of personal information that was stored on KEB's systems.

**77. Assessing Claims for *Pro Rata* Cash Payments.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. A Settlement Class Member shall not be required to submit any documentation or additional information in support of their claim for a *Pro Rata* Cash Payment. In the event of any ambiguities in the Claim Form, the Settlement Administrator must contact the Settlement Class Member prior to making a determination as to its validity and, specifically, to determine whether the Settlement Class Member wishes to file a claim for a *Pro Rata* Cash Payment or any other benefits made available under this Settlement Agreement.

**78. Contacting Settlement Class Members to Assess Claims.** The Settlement Administrator is authorized, at its sole discretion, to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a final determination as to its validity.

**79. Order of Distribution of Funds.** The Settlement Administrator must use the funds available in the Net Settlement Fund (after payment of Notice and Administrative Expenses, Taxes and Tax-Related Expenses, the Fee Award and Expenses, and Service Awards) to make payments for Approved Claims in this order: Credit Monitoring, Unreimbursed Economic Losses, followed by payments for Approved Claims for *Pro rata* Cash Payments.

80. **Disputes.** To the extent the Settlement Administrator determines a claim for Unreimbursed Economic Losses is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days, which shall be final. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations.

81. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within one hundred and twenty (120) days of their date of issue.

82. **Unclaimed Property.** No portion of the Settlement Fund shall revert or be repaid to KEB after the Effective Date. To the extent any monies remain in the Remainder Fund more than one hundred and eighty (180) days after the distribution of Settlement payments to the Participating Settlement Class Members, or thirty (30) days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, subject to the Court's approval, the Remainder Funds will be sent to the organizations and in the manner referenced in Paragraph 48 above, as a *cy pres* distribution.

83. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

84. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within one hundred twenty (120) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

85. **Settlement Administration Fees.** Except as otherwise provided in Paragraph 67 above, the Settlement Fund amount provided by Defendant, or on behalf of Defendant, will pay the entirety of the Notice and Administrative Expenses, including the cost of Notice. The Parties have solicited competitive bids for the settlement administration fees and agree to rely upon postcard reminder notice (to the extent that a reminder notice is necessary), and to utilize email notice where practicable in order to minimize the administration costs while still providing effective notice to the Class.

86. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator shall reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased and after consultation with Class Counsel.

87. Provided that Final Approval of the Settlement is granted by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy Approved Claims for Settlement Class Members in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Litigation and all Actions comprising it with prejudice.

88. The Settlement Fund represents the total extent of Defendant's monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed under this Section and shall be final. Defendant shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond payment of monies into the Settlement Fund in the amount set forth in Paragraphs 54 and 66 above.

89. Once a Settlement Administrator is mutually agreed to by the Parties and after the Settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice in a manner mutually agreed upon by the Parties, and which shall consist of direct mail notice.

90. After the Effective Date, the Settlement Administrator shall make payments to all Participating Settlement Class Members that made a valid claim, subject to the procedure set forth herein or otherwise agreed to by the Parties and approved by the Court.

91. **Limitation of Liability.** None of the Parties, Class Counsel, Defendant's Counsel, or Additional Counsel shall have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.



## **VI. ADDITIONAL SECURITY MEASURES**

92. **Additional Security Measures.** KEB has confirmed that it has made certain changes and improvements to its information security and will attest to these changes in a confidential declaration in support of the Settlement. Within thirty (30) days after the entry of the Preliminary Approval Order, Defendant shall provide Class Counsel with a confidential declaration or affidavit, suitable for filing under seal upon the Court's request, attesting that agreed upon security-related measures have been implemented on or before and up to the date of the Preliminary Approval Order and identifying the approximate cost of those security-related measures. Costs associated with these security-related measures shall be paid by Defendant separate and apart from other settlement benefits and separate and apart from the Settlement Fund. Defendant estimates that the costs associated with these additional measures is roughly nine hundred thousand dollars and no/100 cents (\$900,000.00). Class Counsel may share the confidential declaration or affidavit with Additional Counsel.

## **VII. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS**

93. **Notice.** Within ten (10) days after the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the Preliminary Approval Order is entered, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be disseminated via U.S. mail to all Settlement Class Members, to the extent mailing addresses are known. To the extent that Class Counsel believes that reminder notices should be sent to Settlement Class Members, Class Counsel may direct the Settlement Administrator to send reminder notices to Settlement Class Members, which shall be sent sixty (60) days after the Notice Date and the cost of which shall be Notice and Administrative Expenses that are paid from the Settlement Fund. The process to issue Notice as described in this Paragraph and the creation and maintenance of the Settlement Website shall constitute the "Notice Plan."

94. **Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

95. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by mailing a request for exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The request for exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion," a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt-out of the Settlement in the written communication. Each request for exclusion may request exclusion only for that one individual whose personal signature appears on the request. The Notice must state that any Settlement Class Member who does not file a timely request for exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

96. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or the Fee and Expense Application by submitting written objections to the Court no later than sixty (60) days after the Notice Deadline. A written objection must include (i) the name of the case and proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any); (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at the Final Approval Hearing; (vii) a list of any class action cases and proceedings in which the Settlement Class Member has submitted an objection during the past five years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

### **VIII. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

97. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- i. Creating, administering, and overseeing the Settlement Fund;
- ii. Obtaining the Settlement Class list for the purpose of disseminating Notice to Settlement Class Members;
- iii. Providing Notice to Settlement Class Members via United States mail and/or email;
- iv. Establishing and maintaining the Settlement Website;
- v. Establishing and maintaining a toll-free telephone line with live agents so that Class Members may call to ask any questions pertinent to this Settlement; however, the Settlement Administrator may use an automated line to ask whether the caller would like to hear the answers to frequently asked questions, provided that the caller must be able to press a button at any time to get a live agent;
  - a. If the caller provides their full name and some other identifying information provided by Defendant in the Class List, the live agents must be able to confirm whether the caller is a member of the Class, and (after reasonably authenticating the identity of the caller) provide the caller with their Class Member ID.
- vi. Responding to any mailed or emailed Settlement Class Member inquiries as soon as practicably, preferably within one (1) business day;
- vii. Reviewing, determining the validity of, and processing all claims submitted by, Settlement Class Members;

- viii. Receiving Requests for Exclusions and Objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than seven (7) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, Objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;
- ix. After the Effective Date, processing and transmitting Settlement Payments from the Settlement Fund to Settlement Class Members;
- x. Providing weekly or other periodic reports, as requested, to Class Counsel and/or Defendant's Counsel that include information regarding the number of claims made and/or approved, Settlement Checks mailed and delivered, and/or cashed, undeliverable information, and any other requested information relating to Settlement Payments. The Settlement Administrator shall also from time to time, as requested by Class Counsel and/or Defendant's Counsel and, provide the amounts remaining in the Net Settlement Fund;
- xi. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; (ii) provides the total number of records received from Defendant in the Class List and the total number of Class Members after deduplication efforts (iii) identifies the method, reach, and estimated success rate of the notice program; and (iv) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion;
- xii. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel and Defendant's Counsel, or the Court, including, but not limited to, verifying that Settlement Payments have been distributed.

## **IX. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

98. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Class Representatives identified herein (specifically Plaintiffs Umberger, Bruner and Kurtz) as the representatives for the Settlement Class.

99. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties, within thirty (30) days thereof or a date thereafter that is agreeable to the Parties and the Court or that is otherwise ordered by the Court.

100. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order of this Settlement, to be issued following the Final Approval Hearing; and within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline.

101. **Dismissal of the Litigation With Prejudice.** Upon entry of the Final Approval Order, Plaintiffs' claims pending before it in the *Umberger* Action will be dismissed (with prejudice and without costs), and Plaintiff in the *Kurtz* Action will voluntarily dismiss all claims in that Action (with prejudice and without costs) except as explicitly provided for in this Settlement Agreement.

102. **Jurisdiction.** The Court shall retain jurisdiction with respect to the implementation, consummation, administration, performance and enforcement of the Agreement and any and all terms of the Agreement. The Court shall also retain exclusive jurisdiction over any suit, action, proceeding, questions, issues or disputes arising out of or relating to this Agreement that cannot be resolved by prior negotiation and agreement by counsel for the Parties. The Court shall also retain exclusive of any and all issues, questions or disputes related to the Notice Plan and the Settlement Administrator. 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.

## **X. MODIFICATION AND TERMINATION**

103. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

104. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, then the Parties shall have sixty (60) days from the date of such non-occurrence, modification or reversal during which they shall work together in good faith in considering, drafting, and submitting reasonable modifications or amendments to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

105. **Effect of Termination.** In the event of a termination as provided in Paragraph 104, this Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Litigation as if they had not entered into this Agreement or the Settlement.

Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims, arguments and defenses will be preserved.

## **XI. RELEASES**

106. Upon Final Approval of this Settlement Agreement, Releasors release, acquit, and forever discharge Defendant and their related entities, and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Trustees, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, entities managed by Defendant, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the Data Incident ("Released Parties") from any and all past, present, and future liabilities, rights, claims, counterclaims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the Data Incident, including, but not limited to, negligence, negligence *per se*, breach of contract, unjust enrichment, breach of fiduciary duty, any state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, and all relevant statutes in effect in any states in the United States as defined herein, and conduct that was alleged or could have been alleged in the Litigation, including, without limitation, any claims of injunctive relief, disgorgement, declarator relief, equitable relief, attorneys' fees, costs and expenses, set-offs, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, actions, causes of action, demands, damages, penalties, losses, remedies, and any other form of relief that either has been asserted, or could have been asserted, relating to, based upon, resulting from, or arising out of the Data Incident, including conduct that was alleged or could have been alleged in the Litigation, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the disclosure of Private Information, which the Class Representatives or any member of the Settlement Class ever had, now has, or hereinafter may have, prior to entry of the final order and judgment in this Action. Released Claims shall not include the right of Class Representatives, Settlement Class Members, or any Released Person to enforce the terms of the Settlement Agreement and claims not arising from the facts alleged in the Action (the "Released Claims"), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Incident.

107. With respect to any and all Released Claims, the Parties stipulate and agree that upon Final Approval of this Settlement Agreement, Releasors shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, by federal law, or principle of common law or the law of any other jurisdiction, or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, 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.**

The Settlement Class Representatives, the Settlement Class, and Releasors acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any unknown they may have, as that term is defined in this Paragraph. The Settlement Class Representatives and Class Counsel acknowledge, and each Participating Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of unknown claims in the Release was separately bargained for and was a material element of the Settlement Agreement.

108. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

109. **Mutual Understanding.** The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

110. **Release of Class Representatives, Class Counsel and Additional Counsel.** Upon the Effective Date, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged the Settlement Class Representatives, Class Counsel and Additional Counsel from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Litigation, the Settlement Agreement, or the Settlement claims

process (provided, however, that this release and discharge shall not include claims related to the enforcement of the Settlement Agreement).

111. **Bar to Future Suits.** Upon entry of the Final Approval Order, Releasors shall be enjoined from prosecuting any claim they have released in the preceding Paragraphs in any proceeding against Defendant or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. Likewise, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in the preceding Paragraphs in any proceeding against Settlement Class Representatives, Class Counsel or Additional Counsel or based on any actions taken by Settlement Class Representatives, Class Counsel or Additional Counsel that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

## **XII. SERVICE AWARD PAYMENTS**

112. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Award payments for the Settlement Class Representatives in recognition for their contributions to this Litigation not to exceed five thousand dollars and no/100 cents (\$5,000.00) each (\$15,000 total). The Settlement Administrator shall make the Service Award payments to the Settlement Class Representatives from the Settlement Fund. Such Service Award payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than fourteen (14) days after the Effective Date.

113. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of Service Awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for termination of this Agreement.

## **XIII. ATTORNEYS' FEES, COSTS, EXPENSES**

114. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application for an award of attorneys' fees to be paid from the Settlement Fund not to exceed 33% of the value of the Settlement, or four hundred and sixty-six thousand, six hundred and sixty-six dollars and 67/100 cents (\$466,666.67) and litigation expenses (exclusive of Notice and Administration Expenses) up to twenty thousand dollars and no/100 cents (\$20,000.00). The Fee Award and Expenses (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than fourteen (14) days after the Effective Date.

115. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of the Fee Award and Expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or

modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Award and Expenses shall constitute grounds for termination of this Agreement.

#### **XIV. NO ADMISSION OF LIABILITY**

116. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

117. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Litigation or in any proceeding in any court, administrative agency or other tribunal.

#### **XV. MISCELLANEOUS**

118. **Publicity.** The Parties agree that they shall not publicize this Settlement, Settlement Fund or Settlement Payment, the amount or sum of individual Settlement Class Representatives' or Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except as permitted by the terms of this Settlement Agreement or otherwise by joint pleadings or unopposed motions filed with the Court, if required. Class Counsel may post information on their law firm websites about the Settlement that is consistent with the notice program. If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

119. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

120. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and where such changes are non-material, the exhibits to this Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

121. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, including without limitation the Notice Deadline, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.



122. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

123. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

124. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other in good faith prior to seeking Court intervention.

125. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Illinois, without regard to the principles thereof regarding choice of law.

126. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

127. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and d to:

Cassandra P. Miller  
**STRAUSS BORRELLI PLLC**  
One Magnificent Mile  
980 Michigan Avenue, Suite 1610  
Chicago, IL 60611  
Telephone: (872) 263-1100  
Facsimile: (872) 263-1109  
cmiller@straussborrelli.com

Tyler J. Bean  
**SIRI & GLIMSTAD LLP**  
745 Fifth Avenue, Suite 500  
New York, New York 10151  
Tel: (212) 532-1091  
E: tbean@sirillp.com

Gary Klinger  
**MILBERG COLEMAN PHILLIPS  
GROSSMAN, PLLC**  
227 W. Monroe Street, Suite 2100  
Chicago, Illinois 60606

Tel.: (866) 252-0878  
gklinger@milberg.com

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:

Amanda Harvey  
Meghan J. Wood  
**Mullen Coughlin LLC**  
1452 Hughes Rd Suite 200  
Grapevine, TX 76051  
(267) 930-1697 - Office  
aharvey@mullen.law  
mwood@mullen.law

The notice recipients and addresses designated above may be changed by written notice.

128. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party or Parties on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

129. **Confidentiality of Discovery Material.** The Parties, Counsel for the Parties, and any retained or consulting experts, agree that each of them remain subject to the Confidentiality Agreement.

130. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

131. **No Collateral Attack.** The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

132. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/   
\_\_\_\_\_  
Plaintiff Aaron Umberger

/s/ \_\_\_\_\_  
Plaintiff Tracy Bruner

/s/ \_\_\_\_\_

Tel.: (866) 252-0878  
gklinger@milberg.com

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:

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Meghan J. Wood  
**Mullen Coughlin LLC**  
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/s/ \_\_\_\_\_  
Plaintiff Aaron Umberger

/s/  \_\_\_\_\_  
Plaintiff Tracy Bruner

/s/ \_\_\_\_\_

Plaintiff Jessica Kurtz

*Jessica Kurtz*

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June 23, 2025

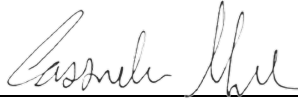
Dated: June \_\_, 2025

/s/ \_\_\_\_\_

Amanda Harvey  
Meghan J. Wood  
**Mullen Coughlin LLC**  
1452 Hughes Rd Suite 200  
Grapevine, TX 76051  
(267) 930-1697 - Office  
(469) 877-2674 - Mobile  
aharvey@mullen.law

*Counsel for Defendant Kerber, Eck &  
Braeckel LLP*

Dated: June 23 2025

/s/  \_\_\_\_\_

Cassandra P. Miller  
**STRAUSS BORRELLI PLLC**  
One Magnificent Mile  
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GROSSMAN, PLLC**  
227 W. Monroe Street, Suite 2100  
Chicago, Illinois 60606  
Tel.: (866) 252-0878 gklinger@milberg.com

*Proposed Settlement Class Counsel  
And Counsel for the Proposed Settlement  
Class Representatives*

Carl Malmstrom  
**WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLC**  
111 W. Jackson Street, Suite 1700  
Chicago, IL 60604  
Telephone: (312) 984-0000  
Facsimile: (212) 686-0114  
malmstrom@whafh.com

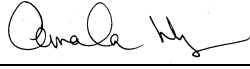
Kevin Laukaitis  
**LAUKAITIS LAW LLC**  
954 Avenida Ponce De Leon  
Suite 205, #10518  
San Juan, PR 00907  
T: (215) 789-4462  
klaukaitis@laukaitislaw.com

*Phil Capps*

---

Kerber, Eck, & Braeckel LLP

Dated: June 20, 2025

/s/ 

---

Amanda Harvey  
Meghan J. Wood  
**Mullen Coughlin LLC**  
1452 Hughes Rd Suite 200  
Grapevine, TX 76051  
(267) 930-1697 - Office  
(469) 877-2674 - Mobile  
aharvey@mullen.law

*Counsel for Defendant Kerber, Eck &  
Braeckel LLP*

Dated: June \_\_, 2025

/s/

---

Cassandra P. Miller  
**STRAUSS BORRELLI PLLC**  
One Magnificent Mile  
980 N. Michigan Avenue, Suite 1610  
Chicago, IL 60611  
Telephone: (872) 263-1100  
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malmstrom@whafh.com

Kevin Laukaitis  
**LAUKAITIS LAW LLC**  
954 Avenida Ponce De Leon  
Suite 205, #10518  
San Juan, PR 00907  
T: (215) 789-4462  
klaukaitis@laukaitislaw.com

Kent A. Bronson  
**BRONSON LEGAL LLC**  
1216 Broadway (2<sup>nd</sup> Floor)  
New York, NY 10001  
T: (609) 255-1031  
F: 609.228.4997  
bronsonlegalny@gmail.com

*Additional Plaintiffs' Counsel*

Richard P. Console  
**CONSOLE & ASSOCIATES P.C.**  
100 S Broad St #1523 Suite B  
Philadelphia, PA 19110  
(866) 778-5500  
rickconsole@consoleandassociates.com

*Counsel for Plaintiff Kurtz*



## SETTLEMENT TIMELINE

<b><u>From Date of Preliminary Approval Order</u></b>	
Settlement Administrator provides W-9 to KEB	5 days after Preliminary Approval Order
KEB provides list of Settlement Class Members to the Settlement Administrator	10 days after Preliminary Approval Order
Long Form and Short Form Notices Posted on the Settlement Website	No later than 28 days after Preliminary Approval Order, or prior to the Settlement Website going live
Notice Date	30 days after Preliminary Approval Order
Reminder Notice	60 days after Notice Date (if needed)
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	67 days after Notice Date
Initially Approved Claims List	35 days after Claims Deadline
Initially Rejected Claims List	35 days after Claims Deadline
Parties' Challenge to Any Claims	35 days from Initially Approved Claims List
<b><u>Final Approval Hearing</u></b>	150 days after Preliminary Approval Order (at minimum)
Motion for Final Approval	14 days before Final Approval Hearing Date
Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
<b><u>Final Approval</u></b>	

Payment of Attorneys' Fees and Expenses Class Representative Service Award	14 days after Effective Date
Settlement Website Deactivation	90 days after Effective Date

# **EXHIBIT A**

**If your personal information was impacted by a February 2023 cybersecurity incident involving Kerber, Eck & Braeckel, LLP, you may be entitled to benefits from a class action settlement.**

For more information on the proposed settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit  
<<website>>

*A court has authorized this Notice.*

*This is not a solicitation from a lawyer.*

KEB Data Incident Settlement  
c/o RG/2 Claims Administration  
P.O. Box 59479  
Philadelphia, PA 19102-9479

<<barcode>>

Notice ID:  
Pin Number:  
Name  
Address  
City, State Zip

PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
MAG

Electronic Service  
Requested

*Aaron Umberger and Tracy Bruner et al. v. Kerber, Eck & Braeckel LLP,  
Case No. 2024LA000198 (Circuit Court of Sangamon County Illinois,  
Seventh Judicial Circuit)*

*Jessica Kurtz v. Kerber, Eck & Braeckel LLP,  
Case No. 2024LA000264 (Circuit Court of Sangamon County Illinois  
Seventh Judicial Circuit)*

**Why am I Receiving This Notice?** A \$1,400,000 class action settlement has been reached with Kerber, Eck & Braeckel, LLP (“KEB” or “Defendant”) related to a cybersecurity incident in or around February 2023, during which unauthorized individuals accessed KEB’s computer systems (“Data Incident”). The information potentially impacted includes names, Social Security numbers, addresses, dates of birth, driver’s license numbers, financial account numbers, medical treatment details, and health insurance information. KEB denies any wrongdoing. You are receiving this Notice because KEB’s records indicate that your personal information may have been affected by the Data Incident. As a result, you are likely a Settlement Class Member and may be eligible for benefits under the Settlement.

**What Can I Get From The Settlement?** Under the Settlement, You may submit a claim for any of the benefits listed below:

- Credit Monitoring – 2 years of Three-Bureau Credit Monitoring Services.
- Unreimbursed Economic Losses – Up to a total of \$10,000 per claimant.
- Pro Rata Cash Payment – Pro rata share of the Net Settlement, estimated to be at least \$50.

Please visit <<website>> for a full description of the Settlement benefits and documentation requirements.

**How do I Submit a Claim Form for Benefits?** To receive a Settlement benefit, you must submit a Claim Form by <<Claim Deadline>>. You have several options to do so:

- To make a claim for Pro Rata Cash Payment and/or Credit Monitoring, you may use the attached tear off claim form.
- For all benefits, you can submit a claim online at <<website>> or download a Claim Form from the website and mail it to the Claims Administrator, or you may call [phone number] and ask that a Claim Form be mailed to you. Your completed Claim Form must be

**submitted online, or mailed to the Settlement Administrator and postmarked, by <<Claim deadline>>. You will need the Notice ID and Pin below to submit your claim online.**

Notice ID:

Pin Number:

**What are my other options?** If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against KEB and other Released Parties as defined in the Settlement Agreement. You may **Opt-Out** of or **Object** to the Settlement by <<date>>. Please visit <<website>> for more information on how to Opt-Out and exclude yourself from or Object to the Settlement.

**Do I have a Lawyer in this Case?** Yes, the Court appointed Cassandra P. Miller of Strauss Borrelli PLLC; Tyler J. Bean of Siri Glimstad LLP; and Gary Klinger of Milberg Coleman Bryson Phillips Grossman to represent you and other members of the Settlement Class. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

**The Court's Final Approval Hearing.** The Court is scheduled to hold a Final Approval Hearing on <<hearing>> to consider whether to approve the Settlement, service awards for the Class Representatives (of \$5,000 per Class Representative), and a request for attorneys' fees and expenses (up to \$486,666.67) for Settlement Class Counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

**This notice is only a summary. For more information, visit <<website>>, or call toll-free <<phone>> or email <<email>>.**

**CLAIM FORM – CLAIM ID: <<Claim id>>**

**Claims must be postmarked or submitted online no later than [deadline].**

Contact Information (Please fill in completely.)

Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Compensation for Documented Monetary Losses:** You can receive reimbursement for up to \$10,000 for documented monetary losses incurred as a result of the Data Incident. Because you must submit supporting documentation to be compensated for monetary losses, you cannot use this tear-off claim form. **To file a claim for monetary losses, you must submit your claim online or return the full claim form via mail.**

In addition to compensation for Out-of-Pocket Losses, you may select **either or both** of the following:

- ☐ Pro Rata Cash Payment: I wish to claim a pro rata cash payment, estimated to be \$50. I understand this amount may increase or decrease depending upon the number of valid claims filed.
- ☐ Credit Monitoring: I wish to claim two (2) years of three-bureau credit monitoring.

**Select one of the following payment methods:** \*PayPal\_\_\_\_ \*Venmo\_\_\_\_ \*Zelle\_\_\_\_ Check \_\_\_\_\_

\*Please provide your email address or phone number associated with your PayPal, Venmo or Zelle account:

\_\_\_\_\_

**By signing my name, I swear and affirm I am completing this Claim Form to the best of my personal knowledge.**

**Signature:**

**Date:**



# **EXHIBIT B**

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Aaron Umberger and Tracy Bruner et al. v. Kerber, Eck & Braeckel LLP,*  
Case No. 2024LA000198 (Circuit Court of Sangamon County, Illinois,  
Seventh Judicial Circuit)

*Jessica Kurtz v. Kerber, Eck & Braeckel LLP,*  
Case No. 2024LA000264 (Circuit Court of Sangamon County, Illinois,  
Seventh Judicial Circuit)

### **IF YOUR PERSONAL INFORMATION WAS IMPACTED BY A CYBERSECURITY INCIDENT THAT KERBER, ECK & BRAECKEL LLP EXPERIENCED IN OR AROUND FEBRUARY 2023, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS**

*A state court authorized this Notice. You are not being sued.*

*This is not a solicitation from a lawyer.*

- A \$1,400,000 Settlement has been reached with Kerber, Eck & Braeckel LLP (“KEB” or “Defendant”) in class action lawsuits about a cybersecurity incident that occurred in or around February 2023
- The lawsuits are captioned *Aaron Umberger and Tracy Bruner et al. v. Kerber, Eck & Braeckel LLP*, Case No. 2024LA000198. (Circuit Court of Sangamon County Illinois, Seventh Judicial Circuit) and *Jessica Kurtz v. Kerber, Eck & Braeckel LLP*, Case No. 2024LA000264 (Circuit Court of Sangamon County, Illinois Seventh Judicial Circuit). KEB denies the allegations and all liability or wrongdoing with respect to any and all facts and claims alleged in the lawsuit but has agreed to a settlement to avoid the costs and risks associated with continuing this case.
- You are included in this Settlement if you are a Settlement Class Member. A Settlement Class Member is any individual 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 by KEB in February 2023.
- Your rights are affected whether you act or don’t act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form.  You can submit your Claim Form online at <<website>> or download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	(90 days after Notice Date)

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>OPT OUT OF THE SETTLEMENT</b>	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense.	<b>(60 days after Notice Date)</b>
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for benefits.	<b>(60 days after Notice Date)</b>
<b>DO NOTHING</b>	Unless you opt out of the settlement, you are part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	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 approve the Settlement.

## WHAT THIS NOTICE CONTAINS

<u>BASIC INFORMATION</u> .....	2
<u>WHO IS IN THE SETTLEMENT</u> .....	3
<u>THE SETTLEMENT BENEFITS</u> .....	4
<u>HOW TO GET A PAYMENT—MAKING A CLAIM</u> .....	5
<u>THE LAWYERS REPRESENTING YOU</u> .....	5
<u>OPTING OUT OF THE SETTLEMENT</u> .....	6
<u>COMMENTING ON OR OBJECTING TO THE SETTLEMENT</u> .....	7
<u>THE COURT’S FINAL APPROVAL HEARING</u> .....	7
<u>IF I DO NOTHING</u> .....	8
<u>GETTING MORE INFORMATION</u> .....	8

## BASIC INFORMATION

### 1. Why was this Notice issued?

A state court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuits are captioned Aaron Umberger and *Tracy Bruner et al. v. Kerber, Eck & Braeckel LLP*, Case No. 2024LA000198. (Circuit Court of Sangamon County Illinois, County Department, Chancery Division) and *Jessica Kurtz v. Kerber, Eck & Braeckel LLP*, Case No. 2024LA000264 (Circuit Court of Sangamon County, Illinois Seventh Judicial Circuit). The people that filed these lawsuits are called the “Plaintiffs” and the company they sued, KEB, is called the “Defendant.”

## 2. What is this lawsuit about?

This lawsuit alleges that personal information was impacted by the cybersecurity incident that affected KEB in or around February 2023 (“Data Incident”).

## 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as “Class Representatives” or “Plaintiffs.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all settlement class members, except for those who opt out from a settlement. In this Settlement, the Class Representatives are Aaron Umberger; Tracy Bruner, and Jessica Kurtz.

## 4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to receive payments. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

## WHO IS IN THE SETTLEMENT?

### 5. Who is included in the Settlement?

The Settlement Class consists of all individuals residing in the United States whose Private Information was compromised in the Data Incident, including all those individuals who received notice of the Data Incident.

### 6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (i) the judges presiding over this Litigation, and members of their direct families; (ii) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; and (iii) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing or writing to Settlement Administrator at:

Email: <<email>>

*KEB Data Incident Settlement,*  
c/o RG/2 Claims Administration,  
P.O. Box 59479  
Philadelphia, PA 19102-9479

You may also view the Settlement Agreement and Release (“Settlement Agreement”) at <<website>>.

## **THE SETTLEMENT BENEFITS**

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

Under the Settlement, KEB will fund a non-reversionary \$1,400,000 Settlement Fund to pay all valid and timely claims for Credit Monitoring, Unreimbursed Economic Losses, and Pro Rata Cash Payments, as well as notice and administration costs, attorneys’ fees and expenses, and service awards, subject to Court approval.

### **8. How much will my payment be?**

Payments will vary - Settlement Class Members may submit a claim form for any or all of the following benefits: (1) 2 years of credit monitoring; (2) Unreimbursed Economic Losses – up to a total of \$10,000 per claimant; and (3) a Pro Rata Cash Payment estimated to be \$50.

**Credit Monitoring Services.** All Settlement Class Members shall have the ability to make a claim for 2 years of Three-Bureau Credit Monitoring Services by choosing this benefit on this Claim Form.

**Unreimbursed Economic Losses** up to a total of \$10,000 per claimant, upon submission of a valid claim with supporting documentation for unreimbursed economic losses incurred as a result of or fairly traceable to the Data Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

**Pro Rata Cash Payment** which is a pro rata share of the Net Settlement Fund, less all valid claims for Unreimbursed Economic Losses. This is estimated to be at least \$50.

### **9. What claims am I releasing if I stay in the Settlement Class?**

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The “Releases” section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at <<website>>.

## HOW TO GET A PAYMENT - MAKING A CLAIM

### 10. How do I submit a claim and get a cash payment?

You may file a claim if you are an individual who resides in the United States who received notice of the Data Incident from KEB.

Claim Forms may be submitted online at <<**website**>> or printed from the website and mailed to the Settlement Administrator at:

*KEB Data Incident Settlement,*  
c/o RG/2 Claims Administration,  
P.O. Box 59479  
Philadelphia, PA 19102-9479

You may also contact the Settlement Administrator to request a Claim Form by telephone <<**phone**>>, by email to <<**email**>> or by U.S. mail at the address above.

### 11. What is the deadline for submitting a claim?

If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by <<**claims deadline**>>. If submitting a Claim Form online, you must do so by <<**claims deadline**>>.

### 12. When will I get my payment?

The Court is scheduled to hold a final approval hearing on <<**hearing**>> to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award Service Awards to the Class Representatives who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in the case?

Yes, the Court appointed Cassandra P. Miller of Strauss Borrelli PLLC; Tyler J. Bean of Siri Glimstad LLP; and Gary Klinger of Milberg Coleman Bryson Phillips Grossman to represent you and other members of the Settlement Class. You will not be charged directly for these lawyers; instead, they will

receive compensation from the Settlement Fund (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

## 14. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Settlement Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

## 15. How will the lawyers be paid?

Settlement Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses to be paid from the Settlement Fund. KEB has agreed not to oppose Settlement Class Counsel's request for an award of attorneys' fees and litigation costs and expenses not to exceed \$486,666.67.

Settlement Class Counsel will also seek a service award payment for the Class Representatives in recognition for their contributions to this Action. KEB has agreed not to oppose Settlement Class Counsel's request for service awards not to exceed \$5,000.00 for each of the three Class Representatives (\$15,000.00 total).

## EXCLUDING YOURSELF FROM THE SETTLEMENT

## 16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The deadline for requesting exclusion from the Settlement is **60 days after Notice**.

For an Opt-Out Request to be valid, it must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on your behalf); (c) clearly manifest your intent to be excluded from the Settlement Class, to be excluded from the Settlement, to not participate in the Settlement, and/or to waive all rights to the benefits of the Settlement; and (d) be postmarked no later than the final date of the Opt-Out Period.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **60 days after Notice**.

*KEB Data Incident Settlement*  
ATTN: Exclusion Request  
c/o RG/2 Claims Administration  
P.O. Box 59479  
Philadelphia, PA 19102-9479

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive a payment or any other benefits under the Settlement if you exclude yourself. You may only exclude yourself – not any other person.

## **COMMENTING ON OR OBJECTING TO THE SETTLEMENT**

### **17. How do I tell the Court if I like or do not like the Settlement?**

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the objection must: (i) state the objecting Settlement Class Member's full name, current address, telephone number, and email address (if any); (ii) contain the objecting Settlement Class Member's original signature; (iii) set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); (iv) set forth a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable; (v) identify all counsel representing the objector; (vi) state whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and; (vii) contain the signature of the objector's duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

Any Settlement Class Member who does not file a timely and adequate objection in accordance with the above paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action.

Objections must be filed with the Court no later than **60 days after Notice**.

Clerk of Court  
7<sup>th</sup> Judicial Circuit Court  
200 South 9<sup>th</sup> Street  
Springfield, IL 62701

### **18. What is the difference between objecting and excluding?**

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

## **THE COURT'S FINAL APPROVAL HEARING**

### **19. When is the Court's Final Approval Hearing?**

The Court is scheduled to hold a final approval hearing on <<hearing>>, at 7<sup>th</sup> Judicial Circuit Court, 200 South 9<sup>th</sup> Street, Springfield, IL 62701, to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Settlement Class Counsel for representing the Settlement Class,



and whether to award a service award payment to each Class Representative who brought this Action on behalf of the Settlement Class. If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check <<website>> for updates.

## 20. Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time and meets the requirements above.

### IF I DO NOTHING

## 21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up the rights explained in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will not receive a payment from this Settlement.

### GETTING MORE INFORMATION

## 22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, <<website>>.

If you have additional questions, you may contact the Settlement Administrator by email, phone, or mail:

Email: <<email>>

Toll-Free: <<phone>>

Mail: KEB Settlement Administrator, c/o RG/2 Claims Administration, P.O. Box 59479,  
Philadelphia, PA 19102-9479

Publicly filed documents can also be obtained by visiting the office of the Circuit Court of Sangamon County, Illinois or by reviewing the Court's online docket.

**PLEASE DO NOT CONTACT THE COURT OR KEB**

# **EXHIBIT C**

**Your claim must be  
submitted online or  
postmarked by:  
<<claim deadline>>**

Circuit Court of Sangamon County Illinois  
*Aaron Umberger and Tracy Bruner et al. v.  
Kerber, Eck & Braeckel LLP,  
Case No. 2024LA000198*

*Jessica Kurtz v. Kerber, Eck & Braeckel LLP,  
Case No. 2024LA000264*

**CLAIM  
FORM**

## **CLAIM FORM**

### **GENERAL INSTRUCTIONS**

Complete this Claim Form if you are a Settlement Class Member and you wish to receive Settlement benefits.

You are a member of the Settlement Class and eligible to submit a Claim Form if:

**You are an individual who resides in the United States whose personal information was impacted by the cybersecurity incident that affected Kerber, Eck & Braeckel, LLP (“KEB”) in or around February 2023 (“Data Incident”).**

Excluded from the Settlement Class are (i) the judges presiding over this Litigation, and members of their direct families; (ii) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; and (iii) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline

Settlement Class Members may submit a claim form for: (1) 2 years of credit monitoring; (2) Unreimbursed Economic Losses – up to a total of \$10,000 per claimant; and (3) a Pro Rata Cash Payment.

**Credit Monitoring Services.** All Settlement Class Members shall have the ability to make a claim for 2 years of Three-Bureau Credit Monitoring Services by choosing this benefit on this Claim Form.

**Unreimbursed Economic Losses** up to a total of \$10,000 per claimant, upon submission of a valid claim with supporting documentation for unreimbursed economic losses incurred as a result of or fairly traceable to the Data Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

**Pro Rata Cash Payment** which is a pro rata share of the Net Settlement Fund, less all valid claims for Unreimbursed Economic Losses. This is estimated to be at least \$50.

This Claim Form may be submitted electronically *via* the Settlement Website at <<website>> or completed and mailed, including any supporting documentation, to:

*KEB Data Incident Settlement, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479.*

**QUESTIONS? VISIT WWW.[INSERT].COM.COM OR CALL TOLL-FREE 1-[INSERT]**

Your claim must be submitted online or postmarked by: <<claim deadline>>

Circuit Court of Sangamon County Illinois  
Aaron Umberger and Tracy Bruner et al. v.  
Kerber, Eck & Braeckel LLP,  
Case No. 2024LA000198

Jessica Kurtz v. Kerber, Eck & Braeckel LLP,  
Case No. 2024LA000264

## CLAIM FORM

### I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Telephone Number

Notice ID Number, if known

### II. UNREIMBURSED ECONOMIC LOSSES

☐ Check this box if you are requesting compensation for Unreimbursed Economic Losses up to a total of \$10,000.00.

**\*You must submit supporting documentation demonstrating actual, unreimbursed monetary loss.**

*Complete the chart below describing the supporting documentation you are submitting.*

Description of Documentation Provided	Amount
Example: Receipt for credit repair services	\$100

QUESTIONS? VISIT <<WEBSITE>> OR CALL TOLL-FREE 1-[INSERT]

**Your claim must be  
submitted online or  
postmarked by:  
<<claim deadline>>**

Circuit Court of Sangamon County Illinois  
*Aaron Umberger and Tracy Bruner et al. v.  
Kerber, Eck & Braeckel LLP,  
Case No. 2024LA000198*

*Jessica Kurtz v. Kerber, Eck & Braeckel LLP,  
Case No. 2024LA000264*

## CLAIM FORM

**TOTAL AMOUNT CLAIMED:**

### III. PRO RATA CASH PAYMENT

- ☐ Check this box if you wish to receive a pro rata cash payment from the Net Settlement Fund, less all valid claims for Unreimbursed Economic Losses. This is estimated to be at least \$50.

### IV. CREDIT MONITORING SERVICES

- ☐ Check this box if you wish to enroll in 2 years of Three-Bureau Credit Monitoring Services.

### V. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a Settlement payment:

- ☐ Electronic Payment - An email address must be provided in Section I above if you select this option.
- ☐ **Physical Check** - Payment will be mailed to the address provided in Section I above.

Once the Settlement is approved, if you are eligible for payment, and if you opted for an electronic payment, you will receive an email advising you that your payment is ready. You may choose from Paypal, Venmo, ACH, or a Prepaid Card.

### VI. ATTESTATION & SIGNATURE

I swear and affirm that the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

QUESTIONS? VISIT <<WEBSITE>> OR CALL TOLL-FREE 1-[INSERT]

**Your claim must be  
submitted online or  
postmarked by:  
<<claim deadline>>**

Circuit Court of Sangamon County Illinois  
*Aaron Umberger and Tracy Bruner et al. v.  
Kerber, Eck & Braeckel LLP,  
Case No. 2024LA000198*

*Jessica Kurtz v. Kerber, Eck & Braeckel LLP,  
Case No. 2024LA000264*

## **CLAIM FORM**

# **EXHIBIT D**

**STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 7TH JUDICIAL CIRCUIT  
COUNTY OF SANGAMON**

AARON UMBERGER and TRACEY	)	Case No: 2024LA000198
BRUNER, on behalf of themselves and all	)	
others similarly situated,	)	
	)	
Plaintiff,	)	
v.	)	
	)	
KERBER, ECK & BRAECKEL LLP,	)	
	)	
	)	
Defendant.	)	

**[PROPOSED] ORDER PRELIMINARILY APPROVING  
CLASS ACTION SETTLEMENT**

This matter came before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant Kerber, Eck & Braeckel LLP.<sup>1</sup> The Settlement Agreement with accompanying exhibits is attached as **Exhibit A** to the Counsel Declaration in Support of the Motion.

Between January 27 and February 7, 2023, Defendant experienced a data security incident in which criminals gained access to its network and computer systems (the “Data Incident”). On November 22, 2024, Plaintiffs filed a class action complaint against Defendant. The Complaint asserts several causes of action, all of which allegedly arise from the Data Incident.

According to the Complaint, Plaintiffs allege that Defendant failed to properly secure personal identifiable information, which resulted in the exposure of Plaintiffs’ and other

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement.



individuals' personal information. The information allegedly exposed included, depending on the individual, names, Social Security numbers, addresses, dates of birth, driver's license numbers, financial account numbers, medical treatment information and health insurance information. Defendant denies any wrongdoing.

Plaintiffs and Defendant, through their counsel, have entered into a Settlement following good faith, arm's-length negotiations and mediation with well-respected data breach mediator, Hon. Ronald B. Leighton (Ret.). The Parties have agreed to settle this Action, pursuant to the terms of the Settlement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in the dismissal of the Action with prejudice.

Having reviewed the Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Motion for Preliminary Approval is granted as set forth herein.

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to 735 ILCS 5/2-801, *et seq.*, the Court provisionally certifies a Settlement Class in, this matter defined as follows:

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

The Settlement Class specifically excludes: (i) owners, officers, directors, employees, agents and/or representatives of KEB's and their parent entities, subsidiaries, affiliates, successors, and/or assigns; (ii) the Court, Court personnel, and members of their immediate families; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity leading to the Data Incident or who pleads *nolo contendere* to any such charge.

The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class members; (d) Plaintiffs and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as Plaintiffs have no interest antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Plaintiffs predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

2. **Class Representatives and Settlement Class Counsel:** Aaron Umberger, Tracey Bruner and Jessica Kurtz are hereby provisionally designated and appointed as Class Representatives. The Court provisionally finds that the Settlement Class Representatives are similarly situated to absent Settlement Class members and therefore will be adequate Class Representatives.

The Court also finds the following counsel are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel the law firms of Strauss Borrelli PLLC, Siri & Glimstad LLP and Milberg Coleman Phillips Grossman, PLLC.

3. **Preliminary Settlement Approval:** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and accordingly is preliminarily approved.

4. **Jurisdiction:** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is

proper in this Court as a substantial portion of the acts and transactions complained of occurred in Sangamon County, and Defendant conducts substantial business throughout Sangamon County.

5. **Final Approval Hearing:** A Final Approval Hearing shall be held on \_\_\_\_\_, 2025, at \_\_\_\_\_ a.m./p.m. in the CIRCUIT COURT FOR THE SEVENTH JUDICIAL CIRCUIT COURT OF THE STATE OF ILLINOIS SANGAMON COUNTY, or remotely if so set by the Court, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to 735 ILCS 5/2-801, *et seq.*; (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to 735 ILCS 5/2-801, *et seq.*; (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement; (d) Settlement Class members should be bound by the releases set forth in the Agreement; and (e) the Motion for Final Approval and Fee and Expense Application should be granted. Plaintiffs' Motion for Final Approval of the Settlement and Fee and Expense Application shall be filed with the Court 14 days before the Opt-Out and Objection deadlines. No later than 15 days before the initial Final Approval Hearing, the Parties shall file responses, if any, to any objections, and any replies in support of Final Approval of the Settlement and/or the Fee and Expense Application.

6. **Administration:** The Court appoints RG2 as the Settlement Administrator, with responsibility for class Notice and claims administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. All costs and expenses associated with providing notice to the Settlement Class including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with administration of the Settlement, shall be paid by Defendant.

7. **Notice to the Class:** The proposed Notice Program set forth in the Agreement, and the

Short Form Notice, Long Form Notice, and the Claim Form attached to the Agreement as Exhibits A, B, and C satisfy the requirements of 735 ILCS 5/2-801, *et. seq.*, provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these exhibits may be made without further order from the Court. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Agreement.

By thirty (30) days following Preliminary Approval, the Settlement Administrator shall commence the Notice Program in the manner set forth in the Agreement.

8. **Findings and Conclusions Concerning Notice:** The Court finds that the form content, and method of giving notice to the Settlement Class as described in the Settlement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class members of the pendency of the action; the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object or opt-out from the proposed Settlement and other rights under the terms of the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class members and any other persons entitled to receive notice. As such, the Court concludes that the Notice program meets all applicable requirements of law and the Due Process Clause(s) of the Illinois and United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class members.

9. **Exclusion from Class:** Each Settlement Class member wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest an intent to be excluded from the Settlement Class, as set forth in the Agreement. To be effective, written notice must be postmarked no later than sixty (60) days after the commencement of Notice.

The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly opt-ed out of the Settlement Class, which Settlement Class Counsel will file with the Court no later than seven (7) days after the Opt-Out Deadline.

Any Settlement Class member who does not timely and validly opt-out of Settlement shall be bound by the terms of the Settlement. If a Final Approval Order and final judgment is entered, any Settlement Class member who has not submitted a timely, valid notice to opt-out of the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Approval Order and final judgment, including Settlement Class members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims and transactions released in the Settlement. All Settlement Class members who submit valid and timely notices to opt-out of the Settlement shall not be entitled to receive any benefits of the Settlement.

10. **Objections and Appearances**: A Settlement Class member who complies with the requirements of this paragraph may object to the Settlement or the Fee and Expense Application.

Each Settlement Class member desiring to object shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the

Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three years. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court and contain the case name and docket number, no later than 60 days after the commencement of Notice and served concurrently therewith on Settlement Class Counsel and counsel for Defendant, as follows:

Cassandra P. Miller  
**STRAUSS BORRELLI PLLC**  
One Magnificent Mile  
980 Michigan Avenue, Suite 1610  
Chicago, IL 60611  
Telephone: (872) 263-1100  
Facsimile: (872) 263-1109  
[cmiller@straussborrelli.com](mailto:cmiller@straussborrelli.com)

Tyler J. Bean  
**SIRI & GLIMSTAD LLP**  
745 Fifth Avenue, Suite 500  
New York, New York 10151  
Tel: (212) 532-1091  
E: [tbean@sirillp.com](mailto:tbean@sirillp.com)

Gary Klinger  
**MILBERG COLEMAN PHILLIPS  
GROSSMAN, PLLC**  
227 W. Monroe Street, Suite 2100  
Chicago, Illinois 60606  
Tel.: (866) 252-0878  
[gklinger@milberg.com](mailto:gklinger@milberg.com)

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:

Amanda Harvey  
Meghan J. Wood  
**Mullen Coughlin LLC**  
1452 Hughes Rd Suite 200  
Grapevine, TX 76051

(267) 930-1697 - Office  
[aharvey@mullen.law](mailto:aharvey@mullen.law)  
[mwood@mullen.law](mailto:mwood@mullen.law)

Any Settlement Class member who fails to comply with the requirements for objecting in the Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement and shall be bound by all the terms of the Agreement and by all proceedings, orders and judgments in the Litigation.

Any Settlement Class Member, including a Settlement Class member who files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement or the Fee and Expense Application. If the objecting Settlement Class member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class member who will appear at the Final Approval Hearing. If the objecting Settlement Class member intends to request the Court for permission to call witnesses at the Final Approval Hearing, the objecting Settlement Class member must provide a list of any such witnesses together with a brief summary of each witness's expected testimony by the Objection Deadline.

If a Final Approval Order and Final Judgment is entered, any Settlement Class member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement or Fee and Expense Application.

11. **Claims Process and Distribution and Allocation Plan:** Settlement Class Counsel and Defendant have created and agreed to a process for assessing and determining the validity and value of Claims and a payment methodology to Settlement Class members who submit a timely,

valid Claim Form. The Court preliminarily approves the plan for remuneration described in the Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement, should the Settlement be finally approved.

Settlement Class members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Approval Order and Final Judgment are entered, all Settlement Class members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement, the Release included in that Settlement, and the Final Approval Order and final judgment.

12. **Termination of Settlement:** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement. In such event, the Agreement shall become null and void and be of no further force and effect, and neither the Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order:** This Order shall be of no force or effect if Final Order and judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Plaintiffs or any other Settlement Class member that



his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

14. **Stay of Proceedings.** Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and final judgment, or until further order of this Court.

15. **Continuance of Hearing:** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

16. **Summary of Deadlines:** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Agreement and this Order include but are not limited to:

**Notice Deadline:** \_\_\_\_\_, 2025 (30 days following Preliminary Approval).

**Motion for Final Approval and Application for Attorney's Fees, Costs, and Service Awards:**  
\_\_\_\_\_, 2025 (14 days before the Final Approval Hearing Date)

**Opt-Out Deadline:** \_\_\_\_\_, 2025 (60 days following commencement of Notice)

**Objection Deadline:** \_\_\_\_\_, 2025 (60 days following commencement of Notice)

**Replies in Support of Final Approval, Service Awards and Fee Requests:** \_\_\_\_\_, 2025  
(15 days before the Final Approval Hearing)

**Claim Form Deadline:** \_\_\_\_\_, 2025 (90 days following commencement of Notice)

**Final Approval Hearing:** \_\_\_\_\_, 2025 (approximately 150 days after Preliminary Approval).

**IT IS SO ORDERED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

/s/ \*\*\*\*\* judge

Honorable \_\_\_\_\_

# **EXHIBIT E**

**STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 7TH JUDICIAL CIRCUIT  
COUNTY OF SANGAMON**

AARON UMBERGER and TRACEY	)	
BRUNER, on behalf of themselves and all	)	
others similarly situated,	)	
	)	Case No: 2024LA000198
Plaintiffs,	)	
v.	)	Hon. Jack D. Davis, Jr.
	)	
KERBER, ECK & BRAECKEL LLP,	)	
	)	
	)	
Defendant.	)	

**[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 June [REDACTED], 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 [REDACTED], 2025 (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 [REDACTED], 2025; and (b) the Short Form and Long Form Notice, both of which were filed with the Court on [REDACTED], 2025, and approved by Order of the Court on [REDACTED], 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 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 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 [REDACTED] and [REDACTED] of the Settlement Agreement, together with the definitions contained in paragraphs [REDACTED] 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 [REDACTED] 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   , 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 [REDACTED], 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 [REDACTED], whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

13. Notwithstanding paragraphs [REDACTED] 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 \$ 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.

SO ORDERED this \_\_\_\_ day of \_\_\_\_ 2025.

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Hon. Jack D. Davis, Jr.