

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Subject to the approval of the Court and pursuant to all applicable rules of civil procedure, this Class Action Settlement Agreement, including its exhibits, (collectively the “Settlement Agreement” or “Agreement”) is entered by and between Matthew Williams, individually and on behalf of Participating Settlement Class Members (“Plaintiff”), and Carl Buddig & Company (“Defendant”) (collectively the “Parties”), in the action, *Williams v. Carl Buddig and Company*, Case No.: 2024 CH 09830, pending in the Circuit Court of Cook County, Illinois (the “Litigation”).

I. THE LITIGATION

The Litigation is a putative class action arising from a cyberattack whereby a third-party criminal actor gained illegal access to files on Defendant’s server near or around May 2023 resulting in unauthorized access to personally identifiable information. As a result, Plaintiff filed a class action seeking to represent all similarly situated current and former employees who were sent a data breach letter in connection with the cyberattack. Over the course of several months, the Parties participated in arm’s-length settlement negotiations and agreed to fully and finally settle all claims in the Litigation as set forth in this Settlement Agreement.

II. DEFINITIONS

In addition to the terms defined at various points within this Settlement Agreement, for the purposes of this Settlement Agreement, the following defined terms shall have the meanings set forth below:

1. “Action” means the Litigation between the Parties in this matter.
2. “Additional Cash Payments” means the equal *pro rata* distribution from the Net Settlement Fund to all Settlement Class Members who file a valid claim, subject to a \$2,500.00 per claimant cap. The amount of this benefit shall be based on the number of claims received and

the amount of funds remaining in the Settlement Fund following the payment of any attorneys' fees and expenses award, any Service Awards to Plaintiff, the costs of Settlement Administration, the Notice, and claims for Out-of-Pocket Costs, Credit Monitoring Services, and Attested Time.

3. "Approved Claim" means the timely submitted Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator for payment.

4. "Attested Time" means documented and verified time spent remedying issues related to the Data Breach, as provided in Paragraph 64.

5. "Defendant's Counsel" means David A. Wheeler, Bradley F. Rademaker, and Joshua A. Hanson of Neal, Gerber & Eisenberg LLP.

6. "Claim" means any claim submitted by a Settlement Class Member.

7. "Claim Form" means the form(s) Participating Settlement Class Members must submit to be eligible for reimbursement of Out-of-Pocket Losses, Attested Time, and/or to claim Credit Monitoring Services or an Additional Cash Payment under the terms of the Settlement, which is attached hereto as Exhibit 2.

8. "Claims Deadline" means the last day to submit a timely Claim Form(s). The Claims Deadline shall be set forth in the Preliminary Approval Order, Class Notice, and the Settlement Website, and shall be ninety (90) days from the Notice Deadline.

9. "Claims Period" means the period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.

10. "Class Counsel" means Rachel Dapeer of Dapeer Law, P.A and Mark Hammervold of Hammervold Law.

11. "Settlement Class Representative" means Matthew Williams.

12. “Court” means the Circuit Court of Cook County, Illinois.

13. “Credit Monitoring and Identity Restoration Services” means three-bureau credit monitoring and identity restoration services provided by Experian or similar organizations to Participating Settlement Class Members. These services will be paid for from the Settlement Fund and are available to all Participating Class Members regardless of whether they submit a claim for Out-of-Pocket Costs or Attested Time.

14. “Data Breach” means the data breach from a cyberattack whereby a third-party, criminal actor gained illegal access to files on Defendant’s server in near or around May of 2023.

15. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment or one (1) business day following entry of the Final Approval Order and Judgment if no parties have standing to appeal; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

16. “Fee Application” means any motion for an award of attorneys’ fees and Litigation Costs and Expenses to be paid from the Settlement Fund, as set forth in Paragraph 100.

17. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses, to be paid from the Settlement Fund, awarded by the Court to Class Counsel.

18. “Final Approval Hearing” means the hearing to be conducted by the Court to consider and determine the fairness, adequacy, and reasonableness of the Settlement pursuant to 735 ILCS 5/2-801, whether Class Counsel’s request for attorneys’ fees and expenses should be granted, and whether the Final Approval Order and Judgment granting final approval of this Settlement Agreement should be entered.

19. “Final Approval Order and Judgment” means the final order and judgment that the Court enters after the Final Approval Hearing, which grants final approval to the terms of the Settlement as fair, reasonable, and adequate, that does not affect the financial terms or Releases provided for herein, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions 735 ILCS 5/2-801. All Parties will, in good faith, support and pursue preliminary and final class-wide approval of the material terms of this Agreement.

20. “Litigation Costs and Expenses” means costs and expenses incurred by counsel for Plaintiff in connection with commencing, prosecuting, and settling the Action.

21. “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: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards Payments approved by the Court; (iv) Fee Award and Costs; (v) Approved Claims for Out-of-Pocket Losses; (vi) Approved Claims for Credit Monitoring Services; and (vii) Approved Claims for reimbursement of Attested Time. The Net Settlement Fund will be allocated to Participating Settlement Class Members that make valid and timely Claims on a *pro rata* basis.

22. “Cy Pres Recipients” means Cyber Security Nonprofit (CSNP) and Identity Theft Resource Center (ITRC), or any other a non-profit organization approved by the Court following

distribution of Settlement payments for Approved Claims.

23. “Notice” means the form of notice to be disseminated to Settlement Class Members, pursuant to the Preliminary Approval Order, informing them about the terms of this Settlement Agreement, their right to participate in this Settlement Agreement, to opt-out, or to object to same, and to appear at the Final Approval Hearing, and instructing Settlement Class Members how to submit a Claim. A copy of the proposed Class Notice is attached hereto as Exhibit 1.

24. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members and will occur twenty-one (21) days after entry of the Preliminary Approval Order.

25. “Notice and Administrative Expenses” means all expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

26. “Objection Deadline” means the last day ordered by the Court on which a Settlement Class Member may file an objection to the Settlement, Fee Application and/or Service Awards to the Class Representatives, which the Parties shall request to be forty (40) days after the Notice Deadline.

27. “Opt-Out Deadline” means the last day ordered by the Court by which a Settlement Class Member must submit a valid, written notice of exclusion in order to opt-out of the Settlement Class, which the Parties shall request to be forty (40) days after the Notice

Deadline.

28. “Out-of-Pocket Costs” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Data Breach, and that have not already been reimbursed by a third party. Out-of-Pocket Costs may include, without limitation, unreimbursed costs associated with fraud or identity theft including professional fees including accountants’ fees, and fees for credit repair services, as well as costs for credit monitoring costs or other mitigative services that were incurred on or between May of 2023 and the Notice Deadline.

29. “Parties” means Plaintiff and Defendant.

30. “Participating Settlement Class Member” means a Settlement Class Member who does not validly or timely object, or who does not submit a valid, written Request for Exclusion prior to the Opt-Out Deadline.

31. “Preliminary Approval” means the date that the Court enters an order preliminarily approving the Settlement without material change.

32. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under 735 ILCS 5/2-80, without material change, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment, that is consistent with all material provisions of this Settlement Agreement.

33. “Release” means the releases set forth in Section XIV.

34. “Released Claims” means 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) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) that were or could have been asserted or alleged in any way related to the Data Breach under federal, state, foreign, or other law or regulation.

35. "Released Parties" means Defendant and its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing, as well as the Class Representative and Class Counsel. Each of the Released Parties may be referred to individually as a "Released Party."

36. "Releasing Parties" means the Plaintiff, all Settlement Class Members, and each of their respective heirs, assigns, agents, attorneys, beneficiaries, and successors.

37. "Request for Exclusion" is the written communication by a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

38. "Service Award Payment" means compensation awarded by the Court and paid to the Class Representatives in recognition of their role in this litigation.

39. "Settlement" means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

40. "Settlement Administrator" and "Settlement Administration" means a notice and Settlement Fund administration services to be provided by the administration provider agreed upon by the Parties and approved by the Court.

41. “Settlement Class” means the 11,821 individuals whom were sent notice of the Data Breach and all other individuals affected by the Data Breach that occurred near or around May 2023. Excluded from the Class is Defendant, its representatives, and any judicial officer presently presiding or who will preside over this matter, members of their immediate family, and members of their judicial staff.

42. “Settlement Class List” means the list generated by Defendant containing the full names, current or last known addresses, and email addresses (where known), for all persons who fall under the definition of the Settlement Class, which Defendant shall provide to the Settlement Administrator within fourteen (14) days of the Preliminary Approval Order.

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

44. “Settlement Fund” means eight hundred and fifty thousand dollars (\$850,000.00) to be paid by Defendant.

45. “Settlement Fund Closing Date” means sixty (60) days after all Settlement Funds have been distributed.

46. “Settlement Payment” or “Settlement Check” mean the payments to be made via mailed check and/or electronic payment to Participating Settlement Class Members.

47. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiff’s motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff’s Fee Application, and the operative complaint in the Action. The

Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational no longer than sixty (60) days after all Settlement Payments have been distributed. Operation of the Settlement Website shall not constitute a transfer or assignment of Defendant's intellectual property rights, or a license to the Settlement Administrator to use Defendant's intellectual property, including, trademarks, service marks, tradenames or copyrights for any other purpose other than for the sole purpose of Settlement Administration. Not later than ten (10) business days after the Settlement Fund Closing Date, the Settlement Administrator shall contact Defense Counsel to initiate transfer of ownership and registration of the URL to Defendant.

48. "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.

III. RECITALS

49. On July 24, 2024, Matthew Williams filed a putative class action against Defendant in the Circuit Court of Cook County, Illinois relating to a data breach that occurred near or around May 2023, that included the personal information of current and former employees Carl Buddig and Co. (the "Data Breach"). The personal information alleged to have potentially been accessed included names, Social Security numbers, and medical information. On August 26, 2024, Defendant removed the action to the United States District Court for the Northern District of Illinois.

50. In an abundance of caution and to accomplish judicial efficiency, the Parties agreed to refile this Action in Cook County, Illinois State Court, to avoid any potential challenge

to the federal court's jurisdiction over this settlement.

51. Over the course of litigating this matter, the Parties conducted informal discovery, exchanged relevant information including the nature of the breach and the number of class members impacted, in order to negotiate resolution of this matter.

52. Following robust arms' length settlement negotiations conducted through Counsel, the Parties executed a binding term sheet setting forth the essential settlement terms.

53. This Settlement is not an admission by Defendant of any, act or omission, negligence, wrongdoing, fault, liability, or damage of any kind. Defendant vigorously disputes all claims in the Action and is entering into this Settlement to avoid burdensome and costly litigation. Defendant denies each and every one of Plaintiff's allegations, has multiple defenses to Plaintiff's claims, disclaims any liability whatsoever, and Defendant further denies that this case (or any case based on allegations related to the Data Breach) satisfies the requirements to be tried as a class action under Federal Rule of Civil Procedure 23 or 735 ILCS 5/2-801 of Illinois law.

54. Without admitting any of the allegations made in the Action or any liability whatsoever, the Parties recognize that the outcome of the Action is uncertain, and that a final resolution through the litigation process would require several more years of protracted, adversarial litigation, trial and appeals, substantial risk and expense, the distraction and diversion of Defendant's personnel and resources, and the expense of any possible future litigation raising similar or duplicative claims. Defendant is willing to enter into this Settlement in order to eliminate the burdens, distractions, expense, and uncertainty of protracted litigation and to obtain the Releases and Final Judgment contemplated by this Settlement.

55. As a result of their independent investigations of the facts and legal claims, the Parties believe this Settlement Agreement is fair, reasonable, and adequate because it provides

substantial and immediate economic consideration to the Settlement Class in exchange for the Settlement Class Members' release of their claims in accordance with this Settlement.

56. In exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the terms and conditions set forth herein.

57. The recitals above are true and correct and are hereby made a part of this Settlement Agreement.

IV. SETTLEMENT FUND

58. **Establishment of Settlement Fund.** Within twenty-one (21) days of the Preliminary Approval Order, Defendant shall deposit the sum of \$850,000.00 into an account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator and the Parties.

59. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Defendant in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraph 93.

60. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards Payments approved by the Court; (iv) Fee Award and Costs; (v) Approved Claims for Out-of-Pocket Costs; (vi) Approved Claims for Credit Monitoring and Identity Restoration Services; (vii) Approved Claims for Attested Time; and (viii) Additional Cash Payments. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement and/or approved by the Court.

61. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund 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 with respect to the tax treatment by the 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 as a result of the receipt of funds from the Settlement Fund pursuant to this Agreement.

V. SETTLEMENT BENEFITS

62. **Reimbursement for Out-of-Pocket Costs.** All Settlement Class Members may submit a claim for reimbursement of Out-of-Pocket Costs subject to the \$15,000.00 individual aggregate cap. To receive reimbursement for Out-of-Pocket Costs, Participating Settlement Class Members must submit a valid Claim Form that includes the following: (i) third-party documentation supporting the expense; and (ii) a brief description of the documentation describing the nature of the expense, if the nature of the loss is not apparent from the documentation alone. Third-party documentation can include receipts or other documentation not “self-prepared” by the Participating Settlement Class Member that documents 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.

63. **Assessing Claims for Out-of-Pocket Costs.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Participating Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Costs reflects valid Out-of-Pocket Costs actually incurred that are fairly traceable to the Data Breach, but may consult with Class Counsel in making individual determinations. In assessing what qualifies as “fairly traceable,” the Settlement Administrator will consider (i) whether the timing of the loss occurred on or after April of 2023; and (ii) whether the Personal Information used to commit identity theft or fraud consisted of the type of Personal Information identified in Defendant’s notices of the Data Breach. Costs expended for mitigation measures like credit monitoring services, fraud resolution services, and professional services incurred to address identity theft or fraud on or after April of 2023, shall be presumed “reasonably incurred.” The Settlement Administrator is authorized to contact any Participating Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

64. **Reimbursement for Attested Time.** All Participating Settlement Class Members may submit a claim for reimbursement of Attested Time up to twenty (20) hours at twenty-five dollars (\$25) per hour. Participating Settlement Class Members can receive reimbursement for Attested Time with a brief description of the actions taken in response to the Data Breach and the time associated with each action. Claims for Attested Time are capped at \$500.00 per individual. A claim for Attested Time may be combined with reimbursement for Out-of-Pocket Costs but in no circumstance will a Participating Settlement Class Member be eligible to receive more than the \$15,000.00 individual cap.

65. **Assessing Claims for Attested Time.** The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Attested Time but may consult with Class Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Participating Settlement Class Member to seek clarification regarding a submitted claim prior to making a determination as to its validity.

66. **Additional Cash Payments.** All Participating Settlement Class Members may elect to receive a cash payment that will be split *pro rata* among Participating Settlement Class Members if there is money available in the Net Settlement Fund. Claiming this benefit does not depend on whether the Participating Settlement Class Member submits a claim for Out-of-Pocket Costs or Attested Time, but in no circumstance will a Settlement Class Member be eligible to receive more than \$2,500.00 for Additional Cash Payment.

67. **Disputes.** To the extent the Settlement Administrator determines a claim for Out-of-Pocket Costs or Attested Time is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Participating Settlement Class Member of the deficiencies and give the Participating 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 Participating 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 Participating Settlement Class Member of that determination within ten (10) days of the determination. The Settlement Administrator may consult with Class Counsel in making such determinations.

68. **Credit Monitoring and Identity Restoration Services.** Credit Monitoring and Identity Restoration Services which will be offered to all Participating Settlement Class Members who elect to enroll, covering a period of 24 months (in addition to the time already previously elected by class members). The Settlement Administrator shall send an activation code to each Participating Settlement Class Member who is eligible for Credit Monitoring and Identity Restoration Services within thirty (30) days of the Effective Date which can be used to activate Credit Monitoring and Identity Restoration Services via an enrollment website maintained by Experian. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Credit Monitoring Services claimants may activate Credit Monitoring and Identity Restoration Services for a period of at least 60 days from the date the Settlement Administrator sends the activation code.

VI. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

69. **Payment Timing.** Payments for Approved Claims for reimbursement for Out-of-Pocket Costs, Attested Time, and/or Additional Cash Payments shall be issued in the form of a check mailed and/or an electronic payment as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date.

70. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. If a Settlement Check is not cashed within sixty (60) days after the date of issue, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member reminding him/her of the deadline to cash such check. If the Settlement Administrator is unable to reach the

Participating Settlement Class Member via email or telephone regarding their uncashed check within seventy (70) days of issue, the settlement administrator may send the Participating Class Member a reminder via U.S. postal mail.

71. **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.

72. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) 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.

73. **Unclaimed Property.** No portion of the Settlement Fund shall revert or be repaid to Defendant after the Effective Date. To the extent any monies remain in the Net Settlement Fund more than 150 days after the distribution of Settlement payments to the Participating Settlement Class Members, or 30 days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, any remaining monies shall be distributed as required by state law or to the Court approved Cy Pres Recipients, in equal amounts.

74. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to 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.

VII. CLAIMS, CAPS, AND DISTRIBUTION OF SETTLEMENT FUNDS

75. **Submission of Electronic and Hard Copy Claims.** Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. To ensure current employees are incentivized to participate, Defendant shall not be entitled to access information regarding which Settlement Class Members submitted a Claim Form or otherwise participated in the Settlement.

76. **Individual Caps.** Participating Settlement Class Members are subject to an individual aggregate cap of \$15,000.00 for payments made under the Settlement. Participating

Settlement Class Members may submit claims for reimbursement of Attested Time, Out-of-Pocket Costs, and/or Additional Cash Payments but the Participating Settlement Class Member's combined claims will be subject to the individual aggregate cap of \$15,000.00.

77. **Order of Distribution of Funds.** The Settlement Administrator must first use the Net Settlement Fund to make payments for Approved Credit Monitoring and Identity Restoration Services, Approved Claims for Out-of-Pocket Costs, followed by Approved Claims for Attested Time. The Settlement Administrator shall then utilize any remaining funds in the Net Settlement Fund after claims are paid to make distributions for Additional Cash Payments.

78. **Pro-Rata Contingencies.** In the event that the aggregate amount of all payments for reimbursement of Credit Monitoring and Identity Restoration Services and Out-of-Pocket Costs exceeds the total amount of the Net Settlement Fund, then the value of such payments shall be reduced on a *pro rata* basis, such that the aggregate value of all payments for Out-of-Pocket Costs does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Approved Claims of Attested Time or Additional Cash Payments. In the event that (i) the aggregate amount of Approved Claims for Out-of-Pocket Costs does not exceed the Net Settlement Fund, and (ii) the aggregate amount of all Approved Claims for Attested Time is greater than the Net Settlement Fund, less the aggregate amount of Approved Claims for Out-of-Pocket Costs, then the value of each Participating Settlement Class Members' payment for Attested Time shall be reduced on a *pro rata* basis such that the aggregate value of all Approved Claims for Out-of-Pocket Costs and Attested Time do not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Additional Cash Payments. All *pro rata* determinations required by this Paragraph shall be performed by the Settlement Administrator.

VIII. CONTRACTUAL BUSINESS PRACTICE COMMITMENTS

79. **Business Practice Commitments.** Defendant hereby makes the following contractual business practice commitments for a period of at least seven (7) years following the Effective Date:

- a. **Enhanced password protocols and multi-factor authentication.** On-going implementation of network and application upgrades consistent with industry standards.
- b. **Enhanced restrictions on access to sensitive information.** On-going restrictions of the number of employees with access to personal information to only those personnel who have a need to access it for business purposes.
- c. **Enhanced vulnerability monitoring and response capabilities.** Ongoing enhanced monitoring to detect and send alerts regarding any suspicious activity and additional resources and technology for alert response.
- d. **Enhanced employee cybersecurity training and awareness.** On-going training on cybersecurity issues, including compliance with requirements for handling and transmitting sensitive data such as secure authentication, identification and storage of sensitive data, and awareness of how to protect against unintentional data exposures.
- e. **Enhanced company-wide policies, procedures, and protocols related to data security and the maintenance of sensitive information.** Ongoing enhanced security measures and ongoing implementation and training of employees on new policies, protocols, and controls related to the ownership, review, and distribution of employee personal information and other private data.

80. **Costs.** All costs associated with implementing the contractual business practice commitments and remedial measures set forth above will be borne by Defendant separate and apart from the Settlement Fund.

81. **Enforcement.** Within 30 days of the Preliminary Approval Order, Defendant will provide to Class Counsel Defendant's most recent summary of its third-party IT services provider's cybersecurity audit and Class Counsel will treat such summary as confidential. The Court will retain jurisdiction to enforce this Settlement Agreement for seven years from the Effective Date.

IX. SETTLEMENT CLASS NOTICE

82. **Notice.** Within fourteen (14) days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within seven (7) days after receipt of Settlement Class List, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class. Notice shall be disseminated via U.S. mail to all Settlement Class members and also via e-mail to Settlement Class Members whose e-mail addresses are known. Class Counsel may direct the Settlement Administrator to send reminder notices to Settlement Class Members at any time prior to the Claims Deadline.

X. OPT-OUTS AND OBJECTIONS

83. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than forty (40) 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" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. 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.

84. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting written objections to the Settlement Administrator postmarked no later than forty (40) days after the Notice Deadline. The written objection must include (i) the name of the 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; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. 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.

XI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

85. **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:

- a. Creating, administering, and overseeing the Settlement Fund;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail and e-mail;
- d. Establishing and maintaining the Settlement Website;

- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;
- f. Responding to any mailed or emailed Settlement Class Member inquiries within five (5) business days;
- g. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than three (3) 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 to Defendant's Counsel;
- i. Working with the provider of Credit Monitoring and Identity Restoration Services to receive and send activation codes within thirty (30) days of the Effective Date;
- j. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- k. Providing weekly or other periodic reports to Class Counsel and Defendant's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments. The Settlement Administrator shall also, as requested by Class Counsel or Defendant's Counsel and

from time to time, provide the amounts remaining in the Net Settlement Fund;

- l. 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; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion, and;
- m. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel or Defendant's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

86. **Limitation of Liability.** The Parties, Class Counsel, and Defendant's Counsel shall not 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.

87. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendant's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (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.

XII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

88. **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 the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

89. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion to permit issuance of class notice and for preliminary approval of the Settlement within 30 days.

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

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

XIII. MODIFICATION AND TERMINATION

92. **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.

93. **Termination.** This Settlement may be terminated by either Plaintiff or Defendant by serving on counsel for the opposing Party and filing with the Court a written notice of termination within thirty (30) days (or such longer time as may be agreed in writing between Plaintiff and Defendant) after any of the following occurrences:

- a. Plaintiff and Defendant agree to termination;
- b. the Court rejects, materially modifies, materially amends or changes, or declines to finally approve the Settlement;
- c. an appellate court vacates or reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand within 360 days after such reversal;
- d. the Effective Date does not occur;
- f. the Class Representative, Class Counsel, Defendant, or Defendant's Counsel materially breach this Settlement Agreement; or any other ground for termination provided for elsewhere in this Settlement Agreement.

94. **Effect of Termination.** In the event of a termination, 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 Action as if the Parties had not entered into this Agreement or the Settlement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

XIV. RELEASES

95. **The Release.** Upon the Effective Date, and by operation of the judgment in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have fully, finally, and forever released, relinquished, acquitted, and discharged Defendant and each of the Released Parties from any and all Released Claims.

96. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that Plaintiff, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, Plaintiff, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the

District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Class Representative, the Settlement Class, and the Releasing Parties 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 Claims they may have, as that term is defined in this Paragraph.

97. **Release of Class Representative and Class Counsel.** As of the Effective Date, Defendant and its representatives, officers, agents, directors, affiliates, employees, insurers, and attorneys absolutely and unconditionally release and discharge the Class Representative and Class Counsel from any and all liabilities, rights, claims, 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 prosecution of the Action, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims by the Parties hereto to enforce the terms of the Settlement).

XV. SERVICE AWARD PAYMENTS

98. **Service Award Payments.** At least twenty-one (21) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion seeking a service award payment for the Class Representative in recognition for his contributions to this Action. Defendant agrees not to oppose Class Counsel's request for a service award not to exceed \$5,000.00. The Settlement Administrator shall make the Service Award Payment to the Class Representative 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 thirty (30) days after the Effective Date.

99. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of the service award 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 award shall constitute grounds for termination of this Agreement.

XVI. ATTORNEYS' FEES, COSTS, EXPENSES

100. **Attorneys' Fees and Costs and Expenses.** At least twenty-one (21) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses to be paid from the Settlement Fund. Defendant agrees not to oppose Class Counsel's request for an award of reimbursement of reasonable litigation costs and expenses and attorneys' fees not to exceed thirty-eight percent (38%) of the Settlement Fund. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement, Class Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS W-9 Form. Fee Award and Costs (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.

101. **Allocation.** Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs. Defendant shall have no further financial obligation or liability, or any other responsibility for allocation of any such attorneys' fees and costs.

XVII. NO ADMISSION OF LIABILITY

102. **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.

103. **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 Plaintiff; 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 Action or in any proceeding in any court, administrative agency or other tribunal.

XVIII. MISCELLANEOUS

104. **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.

105. **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, 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.

106. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, 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.

107. **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.

108. **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.

109. **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.

110. **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.

111. **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.

112. **Notices.** All notices to Class Counsel provided for herein, shall be sent by email and/or overnight mail to:

Rachel Dapeer
DAPEER LAW, P.A.
20900 NE 30th Avenue, #417
Aventura, FL 33180
Rachel@dapeer.com

All notices to Carl Buddig & Company provided for herein, shall be sent by email and/or overnight mail to:

David A. Wheeler
Bradley F. Rademaker
Joshua A. Hanson
NEAL, GERBER & EISENBERG LLP
Two North LaSalle Street, Suite 1700
Chicago, IL 60602-3801
dwheeler@nge.com
brademaker@nge.com
jhanson@nge.com

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

113. **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 on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

AGREED TO AND ACCEPTED:

Matthew Williams

By: Matthew Williams

For Plaintiff and the Class

Date: 11/26/2024

By: _____

For Carl Buddig & Company

Date: _____

AGREED TO AND ACCEPTED:

By: _____

For Plaintiff and the Class

Date: _____



By: PETER MACIEJEWSKI

For Carl Buddig & Company

Date: 11.25.2024

EXHIBIT 1

Carl Buddig & Company data breach settlement: you may be entitled to benefits including cash reimbursement and free credit monitoring.

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

- A class action settlement has been reached in a lawsuit against Carl Buddig & Company. (“Carl Buddig”), arising out of a cyberattack that occurred near or around May 2023 may have resulted in the exposure of your personal information (the “Data Breach”). The easiest way to submit a claim is at www.CarlBuddigSettlement.com.
- Under the terms of the settlement, Carl Buddig has agreed to establish a fund of \$850,000.00 that will be used to pay for the following forms of relief:
 - **Reimbursement for Out-of-Pocket Expenses:** The settlement fund will be used to reimburse settlement class members for out-of-pocket expenses or losses traceable to the Data Breach, up to \$15,000.00 per individual (“Out-of-Pocket Expenses”).
 - **Reimbursement for Lost Time:** The settlement fund will be used to reimburse settlement class members who spent time addressing issues related to the Data Breach for up to twenty (20) hours at twenty-five dollars (\$25) per hour, totaling \$500.00 per individual (“Lost Time” or “Attested Time”).
 - **Free Credit Monitoring Services:** The settlement fund will also pay for Credit Monitoring and Identity Restoration Services from a company that offers 3-bureau credit monitoring which will be offered to all Settlement Class Members who elect to enroll for two years.
 - **Additional Cash Payments:** If there is money remaining after reimbursing settlement class members for Out-of-Pocket Expenses, Credit Monitoring Services, Lost Time, and other settlement related obligations, additional cash payments may be provided on a *pro rata* basis for claims among participating settlement class members up to \$2,500.00.
 - **Business Practice Commitments:** Carl Buddig has agreed to implement and maintain certain business practice commitments relating to its information security program for seven years following the Settlement.

Your legal rights are affected whether or not you act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM TO OBTAIN CASH BENEFITS	<ul style="list-style-type: none"> • You must submit a claim form by mail or online in order to receive reimbursement for Out-of-Pocket Expenses, Lost Time, and/or Additional Cash Payments 	MONTH DD, 2024
OBTAIN CREDIT MONITORING	<ul style="list-style-type: none"> • You must submit a claim form by mail or online to enroll in free 3-bureau credit monitoring for up to two years. 	MONTH DD, 2024

EXCLUDE YOURSELF	<ul style="list-style-type: none"> • Get no Settlement benefits. • Keep your right to sue or continue to sue Carl Buddig for the claims released by the Settlement. • You cannot request to exclude yourself and still object. 	MONTH DD, 2024
OBJECT	<ul style="list-style-type: none"> • Tell the Court why you do not like the Settlement. • You will still be bound by the Settlement if the Court approves it. • You may still file a Claim Form for benefits under the Settlement. 	MONTH DD, 2024
DO NOTHING	<ul style="list-style-type: none"> • Get no Settlement benefits. Be bound by the Settlement. 	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees and expenses. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

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BASIC INFORMATION

1. Why is this Notice being provided?

You received this notice because your personal information may have been compromised in a data breach initially disclosed by Carl Buddig on or about April 17, 2024. A Court authorized this notice because you have a right to know how the proposed settlement may affect your rights. This notice explains the nature of the litigation, the general terms of the proposed settlement and what it may mean to you. This notice also explains the ways you may participate in, or exclude yourself from, the Settlement.

2. What is this lawsuit about?

Near or around May 2023, cybercriminals obtained unauthorized access to Carl Buddig’s servers and exfiltrated the personal information of current and former employees of Carl Buddig. The personal information potentially accessed included names, Social Security numbers, and medical information.

Carl Buddig denies that it did anything wrong, and no court or other entity has made any judgment or other determination of any wrongdoing. Instead, Plaintiff and Carl Buddig have agreed to a settlement to avoid the risk, cost, and time of further litigation.

3. Why is the lawsuit a class action?

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

4. Why is there a Settlement?

The Court has not decided in favor of Plaintiff or Carl Buddig. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if you received this notice or you were one of the approximately 11,821 individuals who were mailed or e-mailed a notification that your personal information may have been impacted in the Data Breach in or around April 17, 2024.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class is Carl Buddig, its representatives and any judicial officer presiding over this matter, members of their immediate family, and members of their immediate family and judicial staff.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.CarlBuddigSettlement.com or call the Settlement Administrator's toll-free [1-XXX-XXX-XXX](tel:1-XXX-XXX-XXX) number at:

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

Under the Settlement, Carl Buddig will pay \$850,000.00 into a Settlement Fund that will be used to provide the following benefits:

- **Reimbursement for Out-of-Pocket Expenses:** The settlement fund will be used to reimburse settlement class members for out-of-pocket expenses or losses traceable to the Data Breach, up to \$15,000.00 per individual. This may include, but is not limited to:
 - Out-of-pocket costs, expenses, losses, or other charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member's Personal Information;
 - Out-of-pocket costs incurred after the Data Breach was disclosed associated with changing accounts or engaging in other mitigative conduct, such costs may include notary, fax, postage, copying, mileage, and long-distance telephone charges;

- Out-of-pocket professional fees incurred to address the Data Breach; and
- Out-of-pocket purchases of credit monitoring or other mitigative services after the Data Breach was disclosed, through the date of the Settlement Class Member's Claim submission.
- **Reimbursement for Lost Time:** The settlement fund will be used to reimburse settlement class members who spent addressing issues related to the Data Breach for up to twenty (20) hours at twenty-five dollars (\$25) per hour, totaling \$500.00 per individual.
- **Free Credit Monitoring Services:** The settlement fund will also be used to pay for 3-Bureau Credit Monitoring and Identity Restoration Services which will be offered to all Settlement Class Members who elect to enroll for two years.
- **Additional Cash Payments:** If there is money remaining after reimbursing settlement class members for Out-of-Pocket Expenses, Credit Monitoring Services, Lost Time, and other settlement related obligations, additional cash payments may be provided on a pro rata basis for claims traceable to the Data Breach among participating settlement class members up to \$2,500.00. Please note that additional cash payments are not guaranteed and the amount of these payments will depend on the number of individuals who submit valid claims.
- **Business Practice Commitments:** Carl Buddig has agreed to implement and maintain certain business practice commitments relating to its information security program for seven years following the Settlement.

9. Is there additional information available regarding the reimbursement of out-of-pocket expenses and compensation for time spent dealing with the Data Breach?

Yes. Settlement Class Members seeking reimbursement must complete and submit a Claim Form to the Settlement Administrator by **Month Day, 2024**. Claim Forms can be submitted online at www.CarlBuddigSettlement.com or by mail. If by mail, the Claim Form must be postmarked by **Month Day, 2024**.

10. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Carl Buddig and the Released Parties for the Released Claims.

Paragraph **XX** of the Settlement Agreement defines the claims that will be released by Settlement Class Members who do not exclude themselves from the Settlement. More information regarding the Released Parties and the Released Claims can be found in the Settlement Agreement available at www.CarlBuddigSettlement.com.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I make a claim for Settlement benefits?

To submit a claim for settlement benefits including reimbursement for Out-of-Pocket Expenses, Lost Time, Additional Cash Payments, and 3-Bureau Credit Monitoring Services, you will need to submit a claim form. There are two options for submitting claims:

- (1) **Submit Online:** You may fill out and submit the claim form online at www.CarlBuddigSettlement.com. This is the easiest way to file a claim.
- (2) **Submit by Mail:** You can download a copy of the claim form at [LINK] and mail it to the address below. Alternatively, you can ask the Settlement Administrator to mail a claim form to you by calling 1-XXX-XXX-XXX. Fill out your claim form, and mail it (including postage) to:

Carl Buddig Settlement Administrator
PO Box XXXX

Claims Forms must be submitted online or postmarked by [DATE]; otherwise you will not be entitled to any of the Settlement benefits, but you will be bound by the Settlement and the Court's judgment.

12. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-XXX-XXX-XXX or by writing to:

Carl Buddig Settlement Administrator
PO Box xxxx

13. When will I receive my Settlement benefits?

If you make a valid claim, payment will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.CarlBuddigSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court has appointed Rachel Dapeer of Dapeer Law, P.A. and Mark Hammervold of Hammervold Law LLC to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone

other than Class Counsel to represent you in this Lawsuit.

15. How will Class Counsel be paid?

Class Counsel have undertaken this case on a contingency-fee basis and have not been paid any money in relation to their work on this case to date. Accordingly, Class Counsel will ask the Court to award them reimbursement for costs and expenses and attorneys' fees of up to thirty-eight percent (38%) of the Settlement Fund to be paid from the Settlement Fund. You will not have to separately pay any portion of these fees yourself.

The Court will decide the amount of fees and costs and expenses to be paid. Class Counsel's request for attorneys' fees and costs (which must be approved by the Court) will be filed by [DATE] and will be available to view on the settlement website at www.CarlBuddigSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Carl Buddig or the Released Parties on your own based on the claims raised in this Lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

16. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must mail the Settlement Administrator written notice of a request for exclusion, which includes:

- (1) The case name (*Williams v. Carl Buddig and Co.*, Case No. 2024 CH 09830 or similar identifying words such as “Carl Buddig Data Breach Lawsuit”);
- (2) Your name, address, and telephone number;
- (3) A clear statement you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the proposed Settlement Class in *Williams v. Carl Buddig and Co.*, Case No.: 2024 CH 09830 in the Circuit Court of Cook County, Illinois; and
- (4) Your signature

The exclusion request must be **postmarked** and sent to the Settlement Administrator at the following address by **Month Day, 2024**:

Carl Buddig Settlement Administrator
PO Box **xxxx**

You cannot exclude yourself by telephone or by email.

17. If I exclude myself, can I still get anything from the Settlement?

No. If you exclude yourself, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement and submit a valid Claim Form.

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

No. Unless you exclude yourself, you give up any right to sue Carl Buddig and the Released Parties for the Released Claims in this Settlement. You must exclude yourself from this Lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO THE SETTLEMENT

19. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court that you do not agree with all or any part of the Settlement or requested attorneys' fees and expenses. You can also give reasons why you think the Court should not approve the Settlement or attorneys' fees and expenses. To object, you must mail written notice to the Settlement Administrator, as provided below, no later than **Month Day, 2024**, stating you object to the Settlement in *Williams v. Carl Buddig and Co.*, Case No. 2024 CH 09830 . The objection must also include the following additional information:

- (1) The case name (*Williams v. Carl Buddig and Co.*, Case No.:2024 CH 09830 or similar identifying words such as "Carl Buddig Data Breach Lawsuit");
- (2) Your full name, address, and telephone number;
- (3) State with specificity the grounds for the objection, as well as any documents supporting the objection;
- (4) A statement as to whether the objection applies only to you and your circumstances, to a specific subset of the class, or to the entire class;
- (5) The name and address of any attorneys representing you with respect to the objection;
- (6) A statement regarding whether you or your attorney intend to appear at the Final Approval Hearing; and
- (7) You or your attorney's signature.

To be timely, written notice of an objection in the appropriate form must be mailed to the Settlement Administrator no later than **XXXX** at the following address:

Carl Buddig Settlement Administrator
PO Box **xxxx**

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

20. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' fees and expenses. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). You will still be bound by the Settlement if you object. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class or

the Settlement. If you exclude yourself, you cannot object to the Settlement, and you will not be bound by the Settlement and will not receive any Settlement benefits.

THE FINAL APPROVAL HEARING

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **Month Day, 2024, at X:XX a.m.** before the Honorable **XXX**, Circuit Court of Cook County, Richard J. Daley Center, 50 West Washington Street, Chicago IL 60602.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement, Class Counsel's application for attorneys' fees, costs and expenses, and a service award to Plaintiff. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing via videoconference or by phone. Any change will be posted at www.CarlBuddigSettlement.com.

22. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you file or mail your written objection on time the Court will consider it.

23. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you. If you choose to make an appearance, you must follow all of the procedures for objecting to the Settlement listed in Section **XX** above and specifically include a statement whether you and your counsel will appear at the Final Approval Hearing.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. You will give up the rights explained in the "Excluding Yourself from the Settlement" section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Carl Buddig or any of the Released Parties about the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Data Breach.

GETTING MORE INFORMATION

25. 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

www.CarlBuddigSettlement.com, by calling 1-XXX-XXX-XXXX or by writing to:

Carl Buddig Settlement Administrator
PO Box xxxx

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE
REGARDING THIS NOTICE.**

EXHIBIT 2

Must be postmarked
or submitted online
NO LATER THAN
Month Day, 2025

CARL BUDDIG & COMPANY SETTLEMENT
PO BOX XXXX

Carl Buddig & Company Settlement Claim Form

SETTLEMENT BENEFITS – WHAT YOU MAY GET

A class action settlement has been reached in a lawsuit against Carl Buddig & Company arising out of a data breach that occurred near or around May 2023 and may have resulted in the exposure of your personal information. The easiest way to submit a claim is at www.CarlBuddigSettlement.com.

The easiest way to submit a claim is online at www.CarlBuddigSettlement.com, or you can complete and mail this Claim Form to the mailing address above. To receive any of the below benefits, you must submit the Claim Form below by mail or file a claim online by **Month Day, 2025**.

You may submit a claim to receive one or more of these benefits:

1. **Reimbursement for Out-of-Pocket Expenses.** If you have documentation showing that you spent money, incurred losses, or attested lost time (“Attested Time” or “Lost Time”) as a result of the Carl Buddig & Company data breach, you can request reimbursement up to \$15,000.
2. **Reimbursement for Attested Time.** If you lost time as a result of the Carl Buddig & Company data breach, you can request reimbursement for up to 20 hours of time at \$25 per hour (maximum of \$500 within the \$15,000 cap for out-of-pocket expenses).
3. **Credit Monitoring Services:** You can request to enroll in free 3-Bureau Credit Monitoring and Identity Restoration Services which will be offered for two years.
4. **Additional Cash Payment:** You can request a cash payment. The amount of this payment will depend on the number of claims received.

* * *

Claims must be submitted online or mailed by **Month Day, 2025. Use the address at the top of this form for mailed claims.**

Please note: the Settlement Administrator may contact you to request additional documents to process your claim.

For more information and complete instructions visit
www.CarlBuddigSettlement.com

Settlement benefits will be distributed only after the Settlement is approved by the Court.

Your Information

We will use this information to contact you and process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by emailing xx@CarlBuddigSettlement.com.

1. NAME:	First	Middle Initial	Last
2. MAILING ADDRESS:	Street Address		
	Apt. No.		
	City		
	State		
	Zip		
3. PHONE NUMBER:			
4. EMAIL ADDRESS:			
5. UNIQUE ID provided on notice (if known):			

Cash Payment: Money You Lost or Spent

If you lost or spent money trying to prevent or recover from fraud or identity theft caused by the Data Breach, you can receive reimbursement for up to \$15,000.

It is important for you to send documents that show what happened and how much you lost or spent, so that you can be repaid. The documents must show that your claimed losses are fairly traceable to the Data Breach. Please note that claimed losses incurred *before* the Data Breach (i.e., before April 2023) could not have been incurred as a result of the Data Breach and therefore are not recoverable.

Loss Type and Examples of Documents	Approximate Amount of Expense and Date	Description of Loss or Money Spent and Supporting Documents (Identify what you are attaching, and how it's related to the Carl Buddig & Company Data Breach)
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Questions? Visit www.CarlBuddigSettlement.com or call 1-888-XXX-XXXX

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<input type="checkbox"/> Costs or expenses incurred in connection with taking measures to mitigate identity theft or fraud on or after April 2023 <i>Examples: Receipts for costs incurred such as credit reports or other identity theft insurance products</i>	\$ Date:	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<input type="checkbox"/> Credit monitoring and identity theft protection purchased on or after April 2023, through the date of your Claim submission <i>Examples: Receipts or statements for credit monitoring or other mitigative services</i>	\$ Date:	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<input type="checkbox"/> Costs, expenses, and losses due to identity theft, fraud, or misuse of your personal information on or after April 2023 <i>Examples: Account statement with unauthorized charges highlighted; police reports; IRS documents; FTC Identity Theft Reports; letters refusing to refund fraudulent charges</i>	\$ Date:	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<input type="checkbox"/> Professional fees paid to address identity theft on or after April 2023 <i>Examples: Receipts, bills, and invoices from accountants, lawyers, or others</i>	\$ Date:	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<input type="checkbox"/> Other expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges related to the Data Breach <i>Examples: Phone bills, receipts, detailed list of places you traveled (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled</i>	\$ Date:	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

Cash Payment: Lost Time

Did you spend time remedying issues related to the Data Breach? You may make a claim for up to 20 hours of undocumented time at \$25 per hour (maximum of \$500).

Yes (Please sign attestation below) No (skip to Question No. 4)

I spent (up to 20) _____ hours dealing with the repercussions of the Data Breach to be reimbursed at a rate of \$25 per hour. Please briefly describe the actions you took in response to the Data Breach.

Additional Cash Payment

Do you wish to claim an additional cash payment? Please note that additional cash payment amounts will depend on the number of individuals who submit valid claims. In any event, the additional cash payment will not exceed \$2,500.00. Depending on the number of claims, it may be that no additional cash payment is made.

Yes No

By checking this box, I acknowledge that the amount and availability of this benefit is dependent on the number of individuals who submit valid claims.

Free Credit Monitoring

Would you like to claim free 3-Bureau Credit Monitoring and Identity Restoration Services which will be offered for two-years?

Yes No

Please provide the email address where you would like to receive the activation code (if different from above) _____

How You Would Like to Receive Your Cash Payment

If you made a claim for a cash payment on this Claim Form, you can elect to receive your payment either by check or by electronic payment (e.g. PayPal or similar service). If you choose an electronic payment, instructions for receiving your cash payment will be sent to the email address you provided on this Claim Form. Checks must be cashed within ** days.

Which do you prefer?

- Electronic payment
 Check

Signature

I affirm under the laws of the United States that the information supplied in this Claim Form is true and correct to the best of my knowledge and that any documents that I have submitted in support of my claim are true and correct copies of original documentation.

I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete.

Signature:

Date:

Print Name:

REMINDER: You can submit your claim online at www.CarlBuddigSettlement.com. If you choose to submit your claim by mail, this form must be completed, signed, and sent to the Settlement Administrator, postmarked no later than **Month Day, 2025**, and addressed to: **[ADDRESS]**